

In order to be considered as a responsive bidder, bidders must obtain plans, specifications, and proposal blanks from the office of the engineering Department at 2436 30th St. N.E., for the sum of \$60.00 payment. No refunds will be made for plans returned.

Canton, Ohio

CANTON CITY ENGINEERING DEPARTMENT

Construction Contract and Specifications

===== FOR =====

Cleveland Avenue NW Paving Project

GENERAL PROJECT NO. 1109

(This is an American Recovery and Reinvestment Act of 2009 [ARRA] funded project – see both plans and specifications for requirements unique to this funding source)

PID NO. 86877

THE DBE GOAL FOR THIS PROJECT IS 7%

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LEGAL NOTICE

Sealed bids will be received by the Director of Public Service of the City of Canton, Ohio/Contract Office, 218 Cleveland Ave. S.W., 6th Floor, City Hall Building, Canton, OH 44702 until 2:00 PM April 21, 2010 for GP 1109, Cleveland Avenue NW Paving Project, as per plans and specifications on file in the Engineering Department at 2436 30th St. N.E.

Please be advised that the Bid Opening will be held in the conference room located on the sixth floor of the City Hall building. Any bid that is not submitted on or before 2:00 p.m. on the day of the Bid Opening will be disqualified. Bids received will be opened and publicly read immediately after the expiration of the time for filing such bids.

The estimated construction cost for this project is \$1,655,000.00. Each bidder must submit evidence of its experience on projects of similar size and complexity.

The proposal blanks provided in the bid package must be used in submitting bids. No other submittals will be accepted.

Each bid must contain the name of every person or company interested in the same and be accompanied by a certified check, cashier's check, or surety bond, in accordance with Section 153.54 of the Ohio Revised Code, drawn on a solvent bank or bonding company licensed in the State of Ohio to provide said surety and satisfactory to the Director of Public Service as a guarantee that if the bid is accepted, a contract will be entered into and its performance properly secured.

Said certified check or cashier's check shall be in the amount of ten percent (10%) of the total amount bid. Where a bid bond is used, it shall be in an amount of one hundred percent (100%) of the total amount of the bid.

All steel products must meet the requirements of ODOT CMS 106.09.

THE CITY OF CANTON SHALL BE NAMED AS OBLIGEE ON ALL INSURANCE POLICIES SUBMITTED FOR THIS PROJECT. THE CITY OF CANTON AND THE OHIO DEPARTMENT OF TRANSPORTATION SHALL ALL BE NAMED AS OBLIGEEES ON ALL BONDS SUBMITTED FOR THIS PROJECT.

The City of Canton will only accept original checks and bid bonds. Therefore, if any company and/or bidder(s) submit a copy (including faxed copies) of his/her security, the bid will be disqualified.

Should any bids be rejected, such Bond, Certified Check or Cashier's Check shall be forthwith returned upon the proper execution and securing of the contract.

The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State Law.

The Party awarded contract should be prepared to furnish surety bond for faithful performance.

All bids must be firm bids. Bids containing an escalator clause will not be considered.

In order to be considered as a responsive bidder, bidders must obtain plans, specifications, and proposal blanks. Bidders may obtain plans, specifications, and proposal blanks at the office of the Engineering Department at 2436 30th St. N.E., upon the sum of \$60.00 payment. No refunds will be made for plans returned.

Bidders must comply with Federal prevailing wage rates on Heavy and Highway construction projects for the State of Ohio as included in the contract documents.

ARRA FUNDED PROJECT: Funding for this contract has been provided through the American Recovery and Reinvestment Act of 2009 (ARRA), and is subject to the reporting and operational requirements of ARRA.

The Board of Control reserves the right to reject any and all bids. The Board of Control will accept the bid(s) deemed most beneficial to the City of Canton.

Only ODOT prequalified contractors are eligible to submit bids for this project. Contractor must have ODOT Prequalification Certificate in place at the time of bid.

This project has a Disadvantaged Business (DBE) goal of 7%. The contractor must provide a plan on how it will satisfy the DBE goal and proof of commitments from DBE subcontractors and suppliers before Canton will enter into an agreement with the contractor.

It is now the City's policy that for IRS purposes, all companies must submit their Federal I.D. number.

By order of Warren Price, Canton City Service Director.

Published in the Repository: March 30, April 3 and April 13.

NOTICE TO CONTRACTORS

SECTION 181.03 - IMPOSITION OF TAX

(b) (1) No contract on behalf of the City for works or improvements of the City shall be binding and valid unless such contract contains the following provisions:

Said contractor hereby further agrees to withhold all City Income Taxes due or payable under Chapter 181 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such City Income Taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City Income Tax whether a resident or non-resident of the City, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profit on the contract shall be subject to City Income Tax.

SECTION 5719.042 - DELINQUENT PERSONAL PROPERTY TAXES STATEMENT REQUIRED

The successful bidder shall be required to furnish the following upon execution of the contract: A statement affirmed under oath pursuant to Section 5719.049 of the Ohio Revised Code that the successful bidder was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of Stark County or, that the successful bidder was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the successful bidder was charged with any such taxes, a copy of the statement shall be transmitted by the City Auditor to the County Treasurer within thirty (30) days of the date it is submitted. NOTE: A copy of the statement shall also be incorporated in the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

CERTIFICATE OF WORKMEN'S COMPENSATION AND CERTIFICATE OF LIABILITY INSURANCE

You are hereby required and directed to turn over to the City of Canton copies of the Certificate of Workmen's Compensation and Certificate of Liability Insurance carried by you. This information must be furnished to the City of Canton Engineering Department, 2436 30th St. NE, Canton OH 44705, and prior to starting work on any contract.

Example of certificate form follows.

THIS FORM MUST BE COMPLETED WHETHER YOUR COMPANY IS LOCATED INSIDE THE CITY OF CANTON OR NOT.

AFFIDAVIT OF PERSONAL PROPERTY TAX STATUS

PROJECT NAME _____

BIDDER'S NAME _____

BIDDER'S ADDRESS _____

DATE _____

The successful bidder is required to circle one of the following in accordance with O. R. C. Section 5719.042

STATE OF OHIO)
) SS: AFFIDAVIT
STARK COUNTY)

After being duly sworn, the undersigned deposed and stated that:

(1) _____, as of _____
NAME OF COMPANY DATE

WAS CHARGED/WAS NOT CHARGED

(circle one which applies)

with any delinquent personal property taxes on the general tax list of personal property in Stark County, OH

NAME OF BUSINESS

BY: _____

TITLE _____

Sworn to and subscribed by me this _____ day of _____, 20____.

NOTARY PUBLIC

CERTIFICATES OF INSURANCE AND WORKMEN'S COMPENSATION
FOR CITY OF CANTON-PROJECTS OVER \$100,000.00
(to be submitted in triplicate)

HAZARD INSURANCE

The Contractor shall take out and maintain during the life of this and subsequent contracts with the City of Canton, Insurance Coverage with a company satisfactory to the Director of Public Service, which will protect the Contractor and Sub-contractor, as well as the City, from all claims arising from contractual obligations with the City. **The Contractor must include the City of Canton, Ohio and the Ohio Department of Transportation as additional insured for purposes of coverage under the subject policy** The limits of such policy (or policies) shall not be less than the following:

WORKMEN'S COMPENSATION AND EMPLOYERS LIABILITY

As provided for in Ohio Law: Period Covered _____

COMPREHENSIVE LIABILITY:

	<u>AMOUNTS</u>		<u>PERIOD COVERED</u>	
	<u>BODILY INJURY</u>	<u>PROPERTY DAMAGE</u>	<u>FROM</u>	<u>TO</u>
A. Automobile:				
Each Person	\$500,000.00	\$100,000.00	_____	_____
Each Occurrence	\$1,000,000.00	\$100,000.00	_____	_____
B. Comprehensive General, including completed operations, products & contractual:				
Each Person	\$500,000.00	\$100,000.00	_____	_____
Each Occurrence	\$1,000,000.00	\$100,000.00	_____	_____
C. Independent Contractors, Owners, & Contractors				
Protective Public Liability & Property Damage Liability Insurance:				
Each Person	\$500,000.00	\$100,000.00	_____	_____
Each Occurrence	\$1,000,000.00	\$100,000.00	_____	_____

NAME AND ADDRESS OF INSURANCE COMPANY

(Agency May Use Standard Certificate Forms Provided By The Insuring Companies)
PLEASE NOTE! "Do not use this form as Certificate. It is a guideline only."

INSTRUCTIONS TO BIDDERS

(1) Bidders are advised to examine, before submitting their bids, the location of the proposed work, as well as the specifications and form of contract. There may be changes in the specifications from those heretofore used; it is hereby understood that a bidder has read and fully understands each and every clause embodied in this contract. And no information derived from the Engineer's office will in any way relieve the Contractor from any risks or from fulfilling all of the terms of this contract.

(2) Bidders may obtain copies of the specifications, blank proposal and the estimated quantities of the amount of work to be done at the Canton City Engineer's Office.

(3) Proposal must be made out upon the blank forms furnished as stated in Appendix E, sealed, and addressed to the Service Director of the City of Canton, Contract Office – 6th Floor, 218 Cleveland Avenue S.W., P.O. Box 24218, Canton, Ohio 44701-4218, Attn: Kim Harper and endorsed thereon "Proposal for the PID 86877, GP 1109, Cleveland Avenue NW Paving Project", and must be deposited with all papers bound thereto.

(4) Deleted. [Ref: Delivered materials.]

(5) A proper and complete bid must be made for every item in the proposed contract, as shown by the Engineer's estimate, except where alternate bids are called on several items, but he must bid upon sufficient number of items to make a proper and complete bid on all the work. Any bid which is not a proper and complete bid or which contains bids on items not specified will be considered informal.

(6) Any bidder may withdraw the bid(s), by written request, at any time prior to the hour set for the bid opening.

If there is no withdrawal of the bid(s), in accordance with the above procedure, the City reserves the right to enforce said bid price(s) and/or contract.

Please note that by submitting your bid(s) to the City of Canton, the City assumes that said bid(s) has been reviewed by an authorized representative of your company to assure that the bid(s) is/are correct and/or accurate.

(7) Deleted. ~~No contract will be awarded to any bidder who is in arrears to the City of Canton upon debt or contract, or who is a defaulter as surety or otherwise upon any obligation to said City.~~

(8) Deleted. ~~Failure to have performed satisfactorily any contract previously awarded to the bidder by the City will be sufficient reason for rejection of his bid.~~

(9) Bidders are required to state in their proposals their names and places of residence, and the names and places of residence of all persons interested with them, and if no other person be so interested they shall distinctly state the fact.

(10) Deleted. [Ref: Number of days.]

(11) In case of partnership the firm name and the name of each individual partner must be written; in the case of corporations, the corporation name must be signed by some one of its officers duly authorized to do so.

(12) Each bid must be accompanied by a surety bond satisfactory to the Service Director, or a certified check in the amount stated in the advertisement, made payable to the Service Director, City of Canton, Ohio as a guarantee that if the bid be accepted, a contract will be entered into and its performance properly secured.

(13) The successful bidder, to whom the contract may be awarded, shall be required to execute the contract, and furnish a bond satisfactory to the Service Director, within ten (10) days from the date of service of notice to that effect. In case of failure to do so, he will be considered as having abandoned it, and the deposit accompanying the proposal shall thereupon be forfeited to the City of Canton, and the work may be re-advertised or awarded to the next higher bidder, as the Service Director may determine. Such bond shall be of an approved guaranty company, satisfactory to the Service Director in the sum of the total price bid for the completed work.

(14) All proposals shall be publicly opened and read immediately after the time stated in the advertisement.

(15) The proposals will be compared on the basis of the Engineer's estimate of quantity of work to be done, and materials to be furnished. They are approximate only, and the City expressly reserves the right to increase or decrease them or to omit any item, during the construction of the improvement, that the Service Director may deem advisable.

(16) The bidder must submit, at the time specified, the various samples, statements, affidavits, plans, etc., required hereunder.

(17) Additional information is included in the copy of Legal Notice, Page 1.

(18) Instructions must be adhered to; failure strictly to observe them shall constitute a sufficient cause for the rejection of a bid.

(19) The Service Director reserves the right to reject any or all bids.

(20) Only ODOT prequalified contractors are eligible to submit bids for this project. Contractor must have ODOT Prequalification Certificate in place at the time of bid. ~~No bid will be considered unless the bidder shall furnish evidence, satisfactory to the Service Director, on the space provided, following this paragraph, that he has the necessary facilities, ability and pecuniary resources to fulfill the conditions of the contract and specifications. The Service Director may require additional evidence if he deems it necessary. (Attach additional sheet if necessary.)~~

GENERAL SPECIFICATIONS

(The headings of the various sections are intended for convenience in reference and not to be considered a part of the specifications.)

(21) **Definitions:** The term "City" wherever used in these specifications shall mean the City of Canton, acting through its Service Director, or his properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.

The term "Director" wherever used shall mean the Service Director of the City of Canton, duly appointed and holding office at the same time the contract was executed or during the fulfillment thereof.

The term "Engineer" whenever used, shall mean the Local Public Agency (LPA), City Engineer of said City or his properly authorized agents to the extent of the powers invested in them.

The term "Contractor" wherever used, shall mean the party of the second part entering into contract with the City for the performance of the work herein specified, or his properly authorized agents.

In all cases when the term "days" as used in these specifications shall be held to mean calendar days, unless otherwise noted.

The term "Work" wherever used, shall mean the furnishing of all labor, tools, machinery and the furnishing of all materials, except as herein otherwise specified, necessary to performing and completing of all the work herein specified. The methods and appliances used therefor must be such as will produce a satisfactory quality of work and ensure safety to the workmen, the public and to property.

Wherever, in the specifications, or upon the drawings and plans, the words directed, required, permitted, ordered, designated, prescribed, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the City is understood, and similarly, the words approved, acceptable, satisfactory to, refer to the City unless otherwise expressly so stated.

(22) **Decisions:** All the work under this contract shall be done to the satisfaction of the City, which in all cases shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for hereunder, and shall decide all questions which may arise as to the fulfillment of this contract on the part of the Contractor, and the City's determination and decision thereon shall be final and conclusive; and the City's determination and decision in case of any question that may arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

(23) Orders to the Contractor and Failure to Execute: The address given in the bid or proposal upon which this contract is founded is hereby designated as the place where all notices, letters and other communications to the Contractor shall be mailed or delivered. Such address may be changed at any time by a written notice from the Contractor and delivered to the City.

The Contractor must have on the work at all times, a foreman, superintendent or other competent representative, to whom orders and instructions may be given. Such orders and instructions shall have the same force and effect as if given directly to the Contractor.

Whenever instructions or orders which in the opinion of the Engineer require prompt or immediate attention, are neglected or ignored by the Contractor or his Superintendent, the Engineer shall have the power to place necessary men, machinery and materials on the work and charge the entire cost, including overhead expenses, to the Contractor, who shall either pay the entire cost and expenses into the City Treasury, or the amount thereof shall be deducted from money due the Contractor under the contract.

(24) Subletting or assigning contract: The Contractor shall give his personal attention to the faithful prosecution of the work, shall retain the same under his personal control and shall not assign by power of attorney or otherwise, nor sublet the work or any part thereof, without the previous written consent of the City, and shall not, either legally or equitably assign any of the money payable under this agreement, or his claim hereto except by and with the consent of the City.

Assigning or subletting of the whole or any portion of this contract shall not operate to release the Contractor or his bondsmen or surety hereunder from the contract obligations.

(25) Change Orders: Refer to Appendix I for change order policy.

(26) Inspection: No material of any kind shall be used in the work until it has been inspected and accepted by the City. The Contractor must furnish all labor necessary in handling such material for inspection. All materials rejected must be immediately removed from the vicinity of the work. Materials or workmanship found at any time to be defective shall be immediately remedied by the Contractor, regardless of previous inspection.

The Engineer, his assistants, inspectors and agents, together with other parties who may enter into contracts with the City for doing work within the territory covered by this contract, shall, for all purposes which may be required by their contracts, have access to the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor.

The Engineer, his assistants and agents shall at all times have immediate access to all places of manufacture where materials are being made for use under this contract, and shall have full facilities for inspecting the same.

No work shall be done except in the presence of the Engineer, his assistants, agents or inspectors. It shall be the duty of such agents or inspectors to see that all materials used and all work done shall

be strictly in accordance with these specifications, but such agents and inspectors shall have no authority whatsoever to order any change in materials, manner of doing the work or quantity of work done.

The field inspection of the work, preparation of general and detail drawings, except as otherwise specified, will be done by the Engineer. The inspection and supervision by the Engineer is intended to aid the Contractor in supplying all materials and in doing all work in accordance with the drawings and specifications, but such inspection shall not operate to release him from any of his contract obligations. The city reserves the right to test any and all materials above and beyond the requirements placed upon the contractor by contract.

(27) Time for doing work: The Contractor will be required to prosecute the work as needed to achieve the contract completion. No work in which any power operated construction-type device must be operated shall be performed between the hours of 7:00 P.M. and 7:00 A.M., unless authorized by the City Engineer. (See also Section 60).

(28) Deleted.

(29) Lines and grades: All work done under this contract shall be done in accordance with the lines, grades and instructions as given by the City and as directed in the plans.

(30) Order of procedure of work: The Contractor shall proceed with the work at such points as the Engineer may direct. See Maintenance of Traffic for additional details.

Whenever, in the opinion of the City, it is necessary that certain portions of the work be done immediately, the Contractor upon written order from the Engineer shall proceed with such work without delay. Should he fail to so proceed, the City may do, or cause to be done, such work, and the cost of the same will be deducted from any money due, or to become due the Contractor under this contract.

(31) Incompetent workers: Refer to ODOT CMS 108.05. ~~Any employee of or persons connected with the Contractor who shall use profane or abusive language to the inspector, or other employees of the City, or otherwise interfere with them in the performance of their duties, or who shall disobey or evade the instructions of such employees of the City, or who is careless or incompetent, or who is objectionable to the City authorities, shall be discharged at the request of the Engineer, and shall not again be employed, except with his consent. Skilled labor only shall be used in the cases where the same is required.~~

(32) Suspending the work: Refer to ODOT CMS 109.05D. ~~The City, on account of public necessity, adverse weather conditions, or for other reasons, may order any portion or all work suspended, and thereupon the Contractor shall neatly pile up all materials, provide and maintain board walks and crossings, and take other means to properly protect the public and the work and to facilitate traffic. In case of such suspension of work, the time allowed for the completion of the work shall be extended in an amount equal to that lost by the Contractor, but the Contractor shall be entitled to no additional claim for damages therefor.~~

(33) Forfeiture of contract: Refer to ODOT CMS 108.08. ~~Should the work to be done under this contract be abandoned by the Contractor, or if this contract or any part thereof be assigned or the work sublet by him without the previous written consent of the City or if at any time any official of the City or employee thereof become directly or indirectly interested in this contract or in furnishing the supplies or performing the work hereunder, or in any portion thereof; or if at any time the City may be of the opinion that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the provisions of this contract; or if the work be not fully completed within the time named in the contract; then and in any such case the City may notify the Contractor in writing to discontinue all work or any part hereof as may be designated, and the City may thereupon, according to law, enter upon and take possession of the work or part thereof, complete, or cause the same to be completed, and charge the entire expense of so completing the work or part thereof to the Contractor; and for such completion, the City itself or for its Contractors, may take possession of and use or cause to be used any materials, machinery, or tools of every description provided by the Contractor for the purpose of this work, and may procure or cause to be procured other materials, machinery, or tools required for the completion of the work.~~

~~— All cost and expenses, including those of re-letting, (and damages resulting from the non-completion of the work within the specified time) incurred under these clauses, or by virtue of this contract, shall be deducted and paid by the City out of any monies then due or to become due the Contractor under and by virtue of this contract or any part thereof. In case such cost and expenses shall exceed the amount which would have been payable under this contract if the same had been completed by the Contractor, the Contractor or his sureties shall pay the amount of such excess to the City; and should such expense be less than the amount payable under this contract had the same been completed by the Contractor, he shall receive the difference, after deducting the amount retained as hereinafter specified, but shall not be entitled to damages for not being allowed to complete the work himself.~~

~~— In case of abandonment of the work by the contractor, or its termination by the City, the Director of Public Service shall at once cause the work already done under this contract to be measured. Five percent (5%) of the value of the amount thus shown will be set aside as a retainer under the provisions hereof. In such case no money, due or payable to the Contractor under this contract after the annulling of the same, shall be paid until the work is completed, accepted, and all claims and suits by reason of said work have been finally settled. The retained five percent (5%) shall be held for the full guaranty period, as specified herein and used as provided in other provisions hereof, for keeping in repair so much of the work as was done or completed under this contract.~~

(34) Storing materials delivered on work: All materials required in the work may be placed on the sides of the roadway, or parking area, or upon a portion of the sidewalk along the sides of the roadway to be improved and upon adjoining portions of intersecting streets, as directed by the Engineer; but all such materials shall be neatly and compactly piled in such a manner as to cause the least inconvenience to the property owners and the general public. All fire hydrants must at all times be kept free and unobstructed; water and gas shut off boxes must be left uncovered by such materials; and passageways must be left for store entrances, private driveways and street intersections.

No materials, tools or machinery shall be piled or placed against shade trees unless they be amply protected against injury therefrom, and all shade trees and other improvements must be protected from injury caused by the storing of materials or otherwise during the prosecution of the work.

All materials, tools, machinery, etc. stored upon public thoroughfares must be provided with red lights at night time, and danger signals by day, to warn the traffic of such obstructions.

(35) Storage of materials, tools and machinery during suspension of work: Upon the suspension, stoppage, or abandonment of the work, or any part thereof, all materials shall be neatly and compactly piled, and all tools and machinery so located as not to impede public traffic on roadways, sidewalks and crosswalks unnecessarily. All such stored materials, tools and machinery shall be provided with danger signals by day and red lights by night.

(36) Ownership of old materials: All old curbing, stone walk, paving brick, brick crosswalks, gutter paving bricks, gutter plates and culverts, sewer pipe, iron pipe and castings, are the property of the City and all such materials as are not ordered replaced, shall be removed by and at the expense of the Contractor, to such places as the Engineer may direct. If the Engineer chooses to not accept such materials, the Contractor must dispose of them at no cost to the City.

(37) Plans, profiles, and specifications: The plans, profiles and specifications are intended to be explanatory and supplementary of each other, but should any discrepancy appear or misunderstanding arise as to the import of anything contained in either, the explanation of the City shall be final and binding on the Contractor. Any correction of errors or omissions in the plans, profiles and specifications may be made when such corrections are necessary for the proper fulfillment of their intentions as construed by the City.

Any correction in the plans, drawings, and specifications made pursuant to the provisions of this paragraph shall not be retroactive, but shall take effect at the date of notification to the Contractor of such correction.

The City will furnish the Contractor with up to three (3) sets of additional copies of the plans (full size or half size, if available) as may be required, for the construction of the work herein specified.

(38) Private rights of way: Whenever it is required as a part of this contract to perform work within the limits of private property or private right of way, such work shall be done in conformity with the agreements between the City and such owners, and whether or not such a condition be a part of this agreement, care shall be taken to avoid injury to the premises entered, which premises must be left in a neat and orderly condition by the removal of rubbish and surplus materials and restoring vegetation to meet or exceed pre-contract condition.

(39) Injunctions: Refer to ODOT CMS 108.06. ~~If legal obstructions to the prosecution of the work arise, the delay shall operate to extend the time allowed for the completion of the part or parts of the work obstructed, for the length of time obstruction continues and no longer, but no damages shall be claimed or allowed the Contractor for any such delay.~~

(40) **Attested accounts:** Refer to ODOT CMS 107.21. ~~In case any person who has performed labor or has furnished materials, tools, or machinery for the work herein specified, he may file sworn itemized statement of the amount of value therein, as required by law, and if such claims be not disputed by the Contractor, or if the same are disputed, after the amount and validity have been determined by law, the City may pay the amount of such claims out of any money due the Contractor under this contract.~~

(41) **Claims for extra materials and work:** All claims for furnishing extra materials, or for doing extra work, for which the Contractor may consider himself entitled to receive extra compensation, must be presented to the Director of Public Service in writing, at the time the cause for such claim arises. Such statement must contain an itemized account of such materials and labor required, and unless such claim is so presented, it is expressly agreed, by the parties to this contract, that the Contractor has waived such claim, and that he shall not be entitled, subsequently to claim, or receive any pay for the same. No claim for extra labor and material shall be allowed, unless the necessity therefor has first been determined by the Director and the price to be paid therefore has been agreed upon, in writing, before such additional materials have been used, and such additional labor performed. SEE APPENDIX I FOR PROCEDURES TO FILE A CHANGE ORDER AND APPENDIX J FOR THE CLAIM MANAGEMENT POLICY.

(42) **Claims for damage for omission or delays:** Refer to Appendix J for Claims Management Policy.

(43) **Damages to property:** All damages to lawns, fences, trees, buildings, sidewalks, water, sewer or gas pipes, or other public or private property along or near the line of work, or the vicinity thereof, if the same are occasioned through neglect or failure on the part of the Contractor, or that of any person in his employ, to take all necessary precautions to prevent the same, must be replaced or made good by him, to the satisfaction of the owners of same and at his cost and expense whenever the Engineer may so direct.

(44) **Liability of contractor for injuries, patents, etc.:** Refer to ODOT CMS 107. ~~It is expressly understood and is hereby agreed that the whole of the work to be done is at the Contractor's risk and that he assumes by bidding under these specifications, the full responsibility and risk of all damages to the work itself, the property along the line of the work, injury to persons or animals which may be occasioned by floods, stoppage of water in sewers or gutters, caving in of surface of grounds or trenches, neglect in properly protecting work by barricades, etc., or any manner whatsoever. He shall bear all losses resulting to him on account of character of the work, or because the nature of the ground in or on which the work is done, is different from what was estimated or expected, or as may have been indicated by borings or test pits, or on account of the weather, actions of the elements or other causes.~~

~~— He shall assume the defense of any indemnity and save harmless the City and its individual officers and agents from all claims relating to labor and materials furnished for the work to inventions, patents and patent rights used in doing the work, to injuries to any person or corporation received or sustained by or from the Contractor and his agents and employees in~~

~~doing the work, or in consequence of any improper materials, methods, implements or labor used therein, or by reason of any condition in the improvement created by the Contractor or for any other liability therefor.~~

~~—The Contractor, if required at any time by the Director, shall furnish the City satisfactory evidence that all persons who have claims for labor performed or material furnished hereunder, or have suffered damages on account of his operations, have been fully paid or secured. And in case evidence be not furnished as aforesaid and such amounts as the Director may consider necessary to meet lawful claims of persons aforesaid, shall be retained from the monies otherwise due the Contractor hereunder, until the liabilities shall have been fully satisfied.—~~

~~—If the Contractor shall claim compensation for any damages sustained by reason of the acts of the City, he shall within five (5) days after the sustaining of such damages, present a written statement to the City of the nature of the damage sustained.—~~

~~—The statement of any specific duty or liability of the Contractor in any part of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor by these specifications, said reference to any specific duty or liability being merely for the purpose of explanation.~~

(45) Safety measures -- barricades: See the Traffic Control Plans for details.

(46) Traffic regulations: The Contractor is responsible for all traffic control on the project whether or not it is called out in the detailed specifications or plans. All traffic control must comply with appropriate City, State, and Federal rules, regulation, and guidelines. During the progress of the work, the Contractor shall accommodate both the vehicular and foot traffic and shall maintain free access to fire hydrants, water and gas valves. Gutters and water ways must be kept open and other provisions made for the removal of storm water.

To accommodate pedestrians during the progress of the work, the Contractor shall provide and maintain crosswalks on that portion of the street being improved, both across the main roadway and at the street and alley intersections. The crosswalks shall be constructed of planks two (2) inches thick, and within the fire limits of the City, they shall be at least five (5) feet wide, and outside the fire limits at least three (3) feet wide.

When the City deems it advisable or necessary to divert traffic from the work or any portion thereof, the Contractor shall provide and maintain detour signs, letter "DETOUR" in plain and legible type, and indicating the direction to be taken by traffic as directed by the Engineer.

In the event of the Contractor's failure to comply with the above provisions relative to traffic regulations, the City may cause said provisions to be carried out and the cost and expense of such work shall be deducted from any money due the Contractor under this contract, but the performance of any such work by the City, or at its insistence or request, shall in no wise release the Contractor from his general or particular liability for the failure to provide for the safety of the public or the work under this contract.

The Contractor shall not place any material on any sidewalk so as to interfere with the free access to any crosswalk by pedestrians.

No additional compensation will be paid the Contractor by the provision and maintenance of bridges, crosswalks, etc., as above specified, but the cost and expense of maintaining the same shall be considered as part of the general contract and shall be included by the Contractor in the prices bid by him upon the several items as named upon the proposal therefor.

(47) Hauling materials on paved streets: During the progress of the work and in the cleaning up thereof, the Contractor shall provide and use vehicles in which the excavated or other materials are hauled over paved streets in the City, with tight bodies for transportation of fine materials and shall not overload the same so as to allow such materials to fall off the tops thereof upon the streets. The paved streets over which such material is hauled must be kept free from dirt and other materials in accordance with the provisions of City Ordinance regulating same.

(48) Cleaning up during the progress and completion of work: During the progress of the work the Contractor shall remove all surplus excavated materials, obstructions, old materials not used, trees, stumps, filth or rubbish of any kind that may be encountered in the execution of the work, at his own cost and expense except when the removal and transplanting of trees be specified and bids therefor are required upon the blank proposal attached thereto.

As fast as any portion of the work, such as the construction of sewers or drains not located in the street or streets to be improved under the contract is completed, the backfilling of trenches and the repaving over the same shall be done as soon as possible, as herein specified.

As fast as the roadway pavement is completed, the Contractor shall remove all rubbish and surplus materials which have accumulated during the progress of the work provided herein, from the new or existing sewers, the roadway, sidewalk space and intersecting streets and shall render the streets suitable, safe and convenient for traffic.

Upon the completion of the improvement and before the final acceptance thereof, the Contractor shall remove all machinery, tools, temporary building and shall clean the pavement, curb and sidewalks in such a thorough and effective manner by hand sweeping, scraping or by flushing, according to kind of pavement or condition of the street, as will be determined by the Engineer, so as to leave the entire surface of the pavement, curbs and sidewalks so exposed that the quality and texture of the materials used and workmanship may be readily determined. He shall also remove all centering, scaffolding and accumulations of sand, earth, materials, and rubbish of all kinds from the sewers, manholes, inlets, and catch basins. If the improvement is completed too late in the fall to permit all of the cleaning up as herein specified, that portion not completed shall be done the following spring within ten (10) days after written notice to do so from the Engineer.

All such cleaning and removal of cleanings shall be done by the Contractor and the cost and expense thereof shall be included in his price for furnishing of materials and laying of pavement.

In case the Contractor shall fail or neglect to do any cleaning within forty-eight (48) hours after

the receipt of notice to do so, or in the manner specified, the Director of Public Service may and is hereby authorized to cause the same to be done and charge the cost and expense thereof to said Contractor and deduct the amount of such cost and expense from any estimate due him at any time thereafter.

(49) Existing surface fixtures and structures: At least forty-eight (48) hours before breaking ground, the Contractor shall notify all the City Departments and public service corporations, whose tracks, wires, pipes, conduit or other structures may be affected by his operations. He shall likewise notify the Chief of the Fire Department of the temporary blocking of any street.

Existing surface structures which may be encountered in the work shall be removed and replaced or maintained by the Contractor at his cost and expense, or by the parties interested, and in such a manner as to secure the safety of the public and structure. Excepting from the foregoing are the public service poles which will be removed by the corporation owning the same at no expense to the Contractor. The use of pipes, conduits, etc. shall not be interrupted without the consent of the parties owning or controlling the same.

(50) Existing sub-surface fixtures and structures: Existing sub-surface structures encountered in the work shall be protected and maintained in complete operation, unless permission is given for their removal. Existing substructures, including old sewers, abandoned sewers, abandoned drains, etc., which may appear within the limits of the excavating, shall be removed, if required by the City, but such removal will not be paid for separately, except when expressly specified, being paid for in the price for excavation or other items including excavation.

In case the uncovering of sub-surface structures necessitates a change in the alignment of grade of the proposed work, the Contractor shall give immediate notice of such obstruction to the Engineer, and shall cease work at such points until ordered to proceed.

And in case any change of grade or alignment shall delay the work, the time allowed for the completion of the contract will be extended to the extent which the delay shall have operated, the decision of the Engineer upon this point being final.

(51) City may construct sewers, drains, etc.: The City reserves the right to suspend or stop the work on all or any part of the progressing improvement, for the purpose of laying, relaying, or allowing to be laid, or relaid, any sewers, drains, gas pipes, water pipes, conduits, or appurtenances thereto, which, in the opinion of the Director of Public Service are necessary or expedient, or for any other reason, and at any stage of the work, and the Contractor shall not interfere with or place any impediment in the way of any person or persons engaged in such work; ~~and in such cases the Contractor shall not be entitled to any damages or recompense, either for digging up the street, or delay or hindrance, but the time of completion shall be extended as many days as the delay shall have operated.~~ Refer to ODOT CMS 109.05.

It is the intention of the City to require all property owners to have water and sewer connections made to all lots, and to cause to be laid all water mains, gas mains, sewers and sewer connections, and other pipes, conduits, etc., not included in the contract hereunder, in advance of the

improvement, except when in the opinion of the Director of Public Service such procedure be impracticable and the Contractor shall not be entitled to damages or recompense by reason of delay or hindrance, but he shall be granted an extension of time equal to that in which the delay shall have operated, as determined by the Director of Public Service. Refer to ODOT CMS 109.05.

If the Contractor hereunder finds that the trenches are not properly backfilled, he shall so notify the engineer in writing, allowing ample time to have the defects remedied before proceeding with the improvement.

The Contractor may exercise the right to such supervision of the work, as he may deem necessary to insure good material and workmanship, in order that he may properly protect himself from defects in the finished pavement for which he will be responsible under his guaranty. The Contractor will be allowed and paid for any additional materials, the use of which is made necessary on his part by reason of the above specified work, such reasonable sum (not to exceed contract price) as may be agreed upon in writing between himself and the Director before such additional materials be used, and in the manner specified for subsidiary contracts.

(52) Special repairs: The City reserves the right, whenever in its judgment, to take up or permit the taking up of any part of the improvement during the progress of the work, or subsequent to the completion thereof and during the period of guaranty for the purpose of constructing, repairing, or renewal of any sewers, drains, water or gas pipes, or other improvements. Whenever any part of the improvement is taken up as herein specified, all the work of restoring the same will be done by or under the direction of the City and the Contractor hereunder will be relieved of any maintenance requirements on that portion of the completed improvement so disturbed.

(53) Use of city water supply: The City will furnish water at the hydrants for the purpose of puddling trenches, construction purposes, operation of machinery, mixing concrete, mortar, etc., but the cost of water and the proper facilities for conveying the same from the hydrants must be included by the Contractor in the unit prices bid for the various items of work wherein water will be used. All water used must pass through meters installed by the Water Department at its hydrants and subject to its regulation and paid for at the builder's rate per one thousand (1,000) cubic feet of water consumed, as established by said Department, plus the cost of meters and installation of same. A deposit will be required covering the cost of meter and installation thereof, which deposit of cost of meter will be refunded on return of meter in good condition.

The Contractor must notify the Water Department at least forty-eight (48) hours in advance of the time such installation is required.

(54) Use of sewer: At any time during the progress of the work the City may, by written notice to the Contractor, take over and utilize the whole or part of any sewer, drain or appurtenance thereof which has been completed, giving if desired, permits to tap and connect therewith. In such event, the Contractor shall be relieved from the maintenance of such part as may be used except as provided under the section "Guaranty" and such will be deemed as final acceptance by the City of the part or parts used, subject to the responsibility of the Contractor for all defects in workmanship, etc., as provided under the "Guaranty" section of these specifications.

(55) **Sanitary regulations:** Necessary sanitary conveniences for the use of the laborers on the work, properly secluded from public observation, shall be constructed and maintained in a sanitary condition by the Contractor in such manner and at such points as shall be approved, and their use shall be strictly enforced.

(56) **OSHA standards:** It is the City's requirement, under OSHA Regulations, that all outside contractors hired by the City of Canton are and will be in full compliance with all OSHA standards and perform said work in accordance with all applicable OSHA standards.

(57) **Laws and ordinances:** The Contractor shall keep himself fully informed of all laws, municipal ordinances and regulations that in any manner affect the persons engaged in or employed upon the work, or the materials used in the work, or any way affecting the conduct of the work, and of the decrees of the bodies or tribunals having jurisdiction or authority over the same. He shall also himself observe and comply with and shall cause all of his agents and employees to observe and comply with all such existing and subsequent laws and ordinances, regulations, orders and decrees, and to protect and indemnify the City against claim or liability arising from or based upon the violation of such laws, ordinances, regulations, orders or decrees by himself or by his agents or employees.

References to special laws and ordinances in other sections of this contract shall in no way relieve the Contractor from compliance with all the provisions of this section.

(58) **Monuments and landmarks:** The Contractor shall preserve intact all City monuments, benchmarks and landmarks, as shown upon the plans or encountered in the excavation. In such case that such monument, benchmark or landmark not shown on the drawings be encountered in opening the excavation, the Contractor shall stop work at such point, immediately notify the Engineer of such findings and not disturb same until directed to do so by the Engineer.

(59) **Prices:** The City shall pay and the Contractor shall receive the prices hereafter stipulated as full compensation for everything furnished and done by the Contractor under this contract including all incidental work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work, or from the action of the weather, floods, or from unforeseen obstruction or difficulty encountered in the prosecution of the work, and for the expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work and the whole thereof, as herein provided, together with the remedying of all defects developing during the prosecution of the work and during the period for which the work is guaranteed.

(60) **Starting and completing the work:** The Contractor shall start the work embraced in this contract within 15 days after and not before the date of a written notification from the Engineer, and shall commence at such points as the City may direct.

Work done under these specifications, such as grading of streets and placing foundation for paving, curb setting, brick or other roadway paving, and sidewalk laying shall cease from the first

day of December until the first day of April of the following year, unless otherwise directed by the Engineer or otherwise stipulated by contract. Sub-surface drainage work may be performed during winter shutdown if approved by the City Engineer [Items to be addressed include schedule, roadway surface maintenance, snow removal, and drainage.] **In addition, no work shall be performed during the Professional Football Hall of Fame Festival (August 1-8, 2010) without prior approval of the Engineer.**

If the work done under this contract conflicts with other work done for or by the City, or with its consent, the City shall determine the time and manner of procedure of the operations carried on under this contract.

The work embraced in this contract shall be complete 120 calendar days after the notice proceed. An interim completion date of **July 16, 2010** shall be effective for work between 12th Street and 28th Street (Sta. 135+20 to Sta. 210+65). The minimum acceptable work to be completed in this section by the interim date includes all paving procedures, curb ramp installation, temporary pavement markings, and casting adjustments/reconstructions. **The interim completion date (July 16, 2010) shall not be adjusted by weather days; however, the contractor will be guaranteed 20 working days from the Notice to Proceed (NTP) to complete the work before liquidated damages are applied.** Weather days may be applied to the end of the 120 day completion date.

When work is to be suspended from December 1st to April 1st, the Contractor may request in writing to perform certain operations during this period, including sub-surface drainage items scoped for this project. If given permission to work, Contractor will be responsible for either maintaining a suitable pavement surface, i.e., asphalt, concrete or low-strength mortar, or assuming snow removal for all areas affected. Contract specified calendar days for time of completion will not be accrued during this shutdown period. Conversely, additional payments or compensation will not be made to contractor for re-mobilization, equipment overhead, etc. resulting from weather-related work suspension.

The permitting of the Contractor to complete the work or any part thereof, after the time fixed for its completion, shall in no way operate as a waiver on the part of the City of any of its rights under this contract.

(61) **Defaulted provisions for delay:** The Contractor guarantees that he can and will complete the work on or before the time affixed in his bid, or on or before the extended time as provided for in the contract. The payment to the City for such delay and failure on the part of the Contractor shall be defaulted in the amount of One Thousand Dollars (\$1,000.00) for each day by which the Contractor shall fail to complete the work, or any part thereof, in accordance with the provisions of the contract. The City will deduct and retain, from any money due or any money to become due under the contract, the amount of the liquidated damages. The Contractor shall be liable for the payment of the difference upon demand of the City.

(62) **Samples:** Each bidder shall submit samples of materials, or refer to samples of materials furnished by the Manufacturer or Producer, at the time of submitting the bid, as required in detail specifications under each item, for which bids are received. Whenever samples of any material or workmanship have been filed by the Contractor, or are on file as specimen of the work to be done or

materials to be furnished for the work herein specified, such samples shall be the standard by which that kind and class of work shall be judged.

(63) Measurements: No extra or customary measurements of any kind, unless specially noted, will be allowed in measuring the work under these specifications; -- but the length, area, solid contents or number only, shall be considered as a basis for payment as hereinafter specified.

The measurements as made by the City of the amount of the work done shall be final and conclusive.

Payments will be made upon the work done within the lines prescribed by the plans, drawings or specifications, and in accordance with the unit prices for the items under which the work is done, and nothing therein contained shall be so construed as to deprive the City of any remedy or defense it may have under the same, for violation of the terms or conditions of this agreement.

(64) Partial payments: The Contractor shall, on a day of each calendar month as is mutually agreeable to the Contractor and the City, make an approximate estimate of the quantities and prices of the labor furnished and the materials incorporated into the project during the previous calendar month and forward such estimate to the Engineer for approval. More frequent estimate submission, at the option of the City, may be made at any time during the progress of the project.

Partial payments to the Contractor for work performed for a lump sum price shall be based on a well-balanced schedule prepared by the Contractor and approved by the Engineer which schedule shall apportion the lump sum price to the principal features entering into or forming a part of the work covered thereby.

Partial payments to the Contractor for work performed shall be made at the rate of ninety-two (92) percent of the estimate submitted by the Contractor and approved by the Engineer until the project is fifty (50) percent completed and at the rate of one hundred (100) percent of such estimates after the project is fifty (50) percent completed. No payment will be made for stored materials.

The City shall pay the Contractor monthly, not less than the difference between the amount of each monthly estimate which has been approved by the Engineer and the sum of Retainage stipulated below and any other amounts which the City is authorized by the contract to withhold. The making of any monthly payment shall not be taken or construed as approval or acceptance by the City of any work included in the estimate upon which such payment is based.

If the City fails to make payment within sixty (60) days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the average of the prime rate established at the commercial banks in the city of over one hundred thousand population nearest the construction project, commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

To aid in determining quantities of materials to be paid for hereunder, the Contractor shall, whenever requested by the Engineer, provide scales, equipment and assistance for weighing or for

measuring such materials.

For estimating quantities in which computation of areas by geometric methods would be comparatively laborious, the City agrees that a planimeter or other agreed upon method may be used.

(65) (66) Pre-final and final estimates and payments: As soon as practicable after the completion of work under the contract, the Engineer will make an inspection of the project. If the project appears to be acceptable, the Engineer will recommend tentative acceptance thereof and make a pre-final estimate of the amount of the work done by the Contractor based on quantities and prices submitted by the Contractor. Upon such pre-final estimate being certified, the City will pay the Contractor all of the monies owing him under the contract, except the retainage, which will be kept for sixty (60) days after the date of the pre-final estimate.

Upon the expiration of such sixty (60)-day period, provided that it appears upon further inspection and certification by the Engineer that the contract has been faithfully performed, the City will pay to the Contractor the whole sum retained or such part thereof as remains after deducting expenses of correcting any deficiencies in the work as determined by the Engineer. Such final inspection and payment will not discharge the liability of the Contractor under the contract or of the surety under the contract bond, but such liabilities and all guarantees shall remain in effect for the period fixed by law.

~~(67) Deleted. **Additional contract:** It must be distinctly understood that should more than one contract be awarded to the same Contractor, he may be required to prosecute the work upon all of them at one and the same time, at the option of the Director, and he shall not be permitted to transfer men, tools, or machinery from one job to another without the consent of the Director; but shall at all times have a competent foreman and a sufficient number of men, tools, and machinery upon each job, at the same time, as well, in the opinion of the Director, be sufficient for the proper prosecution of the work.~~

(68) Insurance: The Contractor shall at all times during the progress of the work, comply with all the provisions of the laws of Ohio relating to workmen's compensation and State insurance fund for the benefit of injured and the dependents of killed employees, and shall at all times during the progress of the work carry accident liability insurance in an amount sufficient to reasonably indemnify himself against loss from claims for personal injuries or fatal accidents occurring upon the work or caused thereby including injuries and accidents to employees of the Contractor, persons engaged on the work under another contractor, employees of any sub-contractor or other engaged on or about the work and the public. The City reserves the right to annul this contract at any time upon receiving evidence of the Contractor's failure to comply with the statutes as described above.

(69) Last payment to terminate liability of City: No person or corporation, other than the signer of this contract as Contractor, has now any interest hereunder, and no claim shall be made or be valid, and neither the City nor its agents shall be liable for, or be held to pay any money, except that provided in this contract. The acceptance by the Contractor of the last payment made as aforesaid shall operate as and shall be a release to the City and agents thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of

the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if there be any, of the amount kept or retained.

(70) **Guaranty:** The Contractor, for and in consideration of the monies received and to be received by him, hereby agrees that the repairs of all defects in the work done and completed under this contract arising, in the opinion of the Director, out of the use of defective materials, settlements of sewers, structures, and foundations or improper workmanship in the construction thereof, and which repairs from such causes may become necessary during the period of years, as set forth below, after the date of the approval by the Director of the Engineer's certificate of the "FINAL COST", shall be made by him without cost and expense to the City, and the Contractor agrees to make such repairs when, and as ordered by the Director, by written notice served upon him and if after having received such notice, the Contractor fails to make such repairs within the number of days stated in such notice, from the date of receipt thereof, the Director shall thereupon have the power to cause said repairs to be made and charge the cost and expense thereof to the Contractor or his surety.

The failure of the Director to give notice within the specified period shall not preclude the operation of this section.

The guaranty periods referred to above in this section shall be as follows:

Concrete curbing, 1 year

Concrete sidewalks, 1 year

Concrete masonry, 1 year

Brick masonry, 1 year

Sewers, manholes, catch basins, 1 year

Asphaltic concrete pavement, 1 year

Concrete foundation, 1 year

Landscaping including all seeding and plantings, 1 year

(71) **No estoppel:** The City shall not be precluded or estopped by any return or certificate made or given it, from showing at any time, either before or after the final completion and acceptance of the work and payment therefor pursuant to any such return or certificate, the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the specifications; and the City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the

specifications.

Neither the acceptance by the City, nor any order, measurement, or certificate, by the City, nor any order for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the City, nor any extension of time, nor any possession taken by the City, or its employees, shall operate as a waiver of any portion of this contract or of any power herein reversed to the City, or any rights to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach.

(72) All materials and work shall conform to State of Ohio, Department of Transportation construction and materials specifications, in force at the date of this contract in conjunction with applicable City of Canton standard specifications and project specific specifications included herein. See plans for additional detailed specifications.

SUPPLEMENTAL SPECIFICATIONS

(73.1) Project Submittals: The following listed items are the full responsibility of the (prime) Contractor, and shall be made part of the administrative duties imposed upon this Contract. The Contractor shall be responsible for submitting all detail items prior to the contract Notice of Commencement, or as directed by the City's Project Manager. All items shall be accompanied by a typewritten letter, on Company letterhead, clearly describing what is being submitted. If Contractor elects to fax any documentation due to expediency, the Contractor will be responsible for submitting hard copy for project documentation. Any and all information not clearly legible will be rejected. **All project submittals should be submitted with four copies, unless otherwise denoted.**

Contractor will clearly affix a label or stamp identifying the submittal and its status for project review. All actions other than "no exception taken" will require supporting notation or information for project review.

Submittals shall be made in sufficient time to allow at least 10 business days for City's review and execution. The City Project Manager shall assist the Contractor with any questions or clarification during this process to ensure timely response to the Contractor.

Payment for the performance of the work hereafter listed shall not be paid for directly, and shall be considered as a subsidiary obligation of the Contractor.

1. Shop Drawings
2. Preconstruction Video
3. Progress Schedule
4. Release Statement for Disposal of Excavated Material
5. Traffic Control Plan
6. Contractor and Subcontractor Emergency Contact List
7. Statements of Final Compliance

1. Shop Drawings

- a) Upon written request from the Engineer, the Contractor shall submit detailed drawings, acceptable catalog data, specification and material certifications for all materials and/or equipment specialized or required for the proper completion of the work.
- b) Shop Drawings shall be submitted in not less than four (4) copies to the Engineer.
- c) Shop Drawings shall be submitted in proper sequence of construction to cause no delay in the work. The Engineer shall be given ten (10) business days to review submittals. The Contractor's failure to transmit appropriate submittals to the Engineer sufficiently in advance of work shall not be grounds for time extension. Also, no work shall be performed requiring shop drawings until same have been approved by the Engineer.
- d) Each Shop Drawing shall be labeled with the following:
 1. Project Name
 2. General Project Number (GP 1109)
 3. Name of Contractor
 4. Name of Subcontractor (if applicable)

5. Name and Address of Supplier and/or Manufacturer
 6. Log Reference Number
 - e) The Contractor is responsible for reviewing and approving all shop drawings prior to submittal. The Engineer's review shall not be construed as placing on himself any responsibility for the accuracy of said drawings nor for the constructability of accepted alternates.
2. **Preconstruction Video:** Prior to actual construction, the Contractor shall take video recording of the entire length and width of the work site.
 - a) The Contractor shall notify the Engineering Department prior to scheduling the video recording of the site. A representative of the Engineering Department shall be present when video is taken.
 - b) The video and audio recordings shall be DVD or standard VHS compatible for replay on video cassette recorder. Alternative medium may be submitted with the Engineer's approval.
 - c) The video portion shall have continuous time and date incorporated into it. The locations and person(s) doing the work shall also be recorded.
 - d) All recordings shall become the property of the Engineer, and shall be submitted to and accepted in full by the Engineering Department prior to the start of construction.
 3. **Progress Schedule:** The Contractor shall provide to the City, as mutually agreed upon at the Contract's Preconstruction meeting, a graphic progress schedule that shall include the following:
 - a) Progress schedule as a minimum to be prepared in **CRITICAL PATH METHOD FORMAT (CPM)**. The schedule shall be submitted, as a minimum, on 11" x 17" format for clarity and any necessary notations. Progress schedule shall include all work activities relative to the project, as further described in the Contract. Activities and rate of expected progress to secure completion as set forth in the Contract shall be shown on the schedule. Contractor shall annotate any milestones that may be indicated in the Contract. Project completion date shall be clearly defined on the original schedule and all ensuing schedules provided.
 - b) Schedules shall be updated, as a minimum, every 30 days, or as agreed to by the City's Project Manager.
 4. **Release Statement for Disposal of Excavated Materials**
 - (a) The Contractor shall provide to the City a written consent statement from all property owners that may be used as landfill depositories for all surplus or unsuitable excavated material from the project site.
 - (b) The Contractor shall follow ODOT 203.05 for specific guidelines and name the "City of Canton" in lieu of "the Department" on all forwarded documents.
 5. **Traffic Control Plan:** Contractor shall submit a graphical presentation or written document detailing the signage to be used and its location for maintenance of traffic. If traffic control will be performed in stages, submit a plan for each stage. Any proposed detours should be approved by the Engineer prior to plan submission.
 6. **Contractor and Subcontractor Emergency Contact List:** Contractor shall submit to the

Engineer, prior to commencing construction, a complete list of the Contractor's personnel associated with the project. List should include name, title, and emergency contact phone numbers for each individual.

7. Statements of Final Compliance: The Contractor shall submit to the City the following documentation, in addition to the Project's General Conditions. All submittals shall be completed and approved prior to the release of the final retainer.

a) Certificates of Substantial and Final Completion

Contractor to submit in writing, the date on which work is substantially completed and upon Final Completion. Any deviation from the stated contract completion date to what is being submitted shall be explained further by the Contractor. The City, at their discretion, will further review this subject, as needed.

b) Final Waiver of Lien

Contractor shall furnish a written report indicating the resolution of any and all property damage claims filed with Contractor by any party during the contract period. The information shall include the name of claimant; date filed with Contractor; name of Insurance Company and/or Adjustor handling the claim; how the claim was resolved; if claim was not resolved for the full amount, a statement indicating the reason for such action. If there were no damage claims filed with the Contractor, then this shall be so stated in the report.

(73.2) Asphalt Price Adjustment: The contract items for asphalt concrete pavement are eligible for price adjustment as specified in the State of Ohio Department of Transportation Construction Manual, Section 401.20

SPECIAL PROVISIONS

(74) These Special Provisions elaborate upon, clarify and amend some of the Specifications and clauses of the Contract documents; they are a part of the Contract documents and change and amend those found elsewhere only in the manner and to the extent stated.

Federal Government Participation:

An agency of the Government may be participating financially in this project. Attention is called to the various requirements of the Federal Government in connection with this contract, all of which are contained herein, and especially to those pertaining to Labor Standards and non-discrimination in employment.

Federal-Aid Contract Provisions

The required contract provisions for federal-aid construction contracts contained in "ODOT's 2008 LPA Template" are hereby incorporated by reference.

Proposal Book Appendix G contains the standard Ohio Department of Transportation Bid Template for LPA projects.

All requirements and provisions of this Section supersede any and all conflicting City of Canton general provisions and/or bid conditions contained in other sections of the bid document.

The bidder is required to circle the appropriate response on the first page of Appendix G.

Equal employment opportunity

The Contractor will comply with all provisions of Executive Order Number 11246 of September 24, 1965, and of rules, regulations, and relevant orders of the Secretary of Labor.

E.E.O. Requirements:

This project is governed by EEO requirements as described in Appendix G, ODOT/Federal Requirements.

507.10 Intergovernmental cooperation.

In the event specific discriminatory practices are found to exist in the administration and enforcement of this chapter, in addition to the sanctions that may be imposed as provided by the terms of the contract, the City may forward all pertinent information to the appropriate Federal and State agencies. (Ord. 179-74. Passed 6-17-74.)

Steel and Iron Products

All steel and iron products must meet the requirements of ODOT CMS 106.09.

**NOTICE OF FACTORS TO BE CONSIDERED IN DETERMINING
THE LOWEST AND BEST BID FOR THE CONSTRUCTION OF
PUBLIC IMPROVEMENTS AND QUESTIONNAIRE IN ACCORDANCE
WITH CANTON ORDINANCE 86/2009, CHAPTER 105.01
NOTICE**

~~All bidders shall hereby take notice of the factors to be considered by the Board of Control in determining whether a bid is not only the lowest bid, but the best bid. Said factors are contained in Canton Ordinance 86/2009, Chapter 105.01, a copy of which is included in these specifications.~~

QUESTIONNAIRE

When completing Bid Form #12, please submit your answers, separately, on your company letterhead and attach to Bid Form #12.

~~In accordance with Canton Ordinance 86/2009, Chapter 105.01, Section (c), each bidder must complete the following questionnaire. This questionnaire is to be completed in a truthful and responsible manner by the bidder. The City reserves the right to consider the bidder in default for any false or misleading information supplied per this questionnaire. If the bid is made by a corporation, then this questionnaire is to be completed by its properly authorized agent.~~

1. Please describe the work, supplies and materials covered by the bidder's bid.
2. Please state the identification of all work to be subcontracted. **All subcontractors are also subject to the approval of the Board of Control based on the criteria contained in this section.**
3. Please provide the descriptions of the bidder's experience with projects of comparative size, complexity and cost within recent years, demonstrating the bidder's ability and capacity to perform a substantial portion of the project with its own forces.
4. Please provide documentation from previous, similar projects regarding timeliness of performance, quality of work, extension requests, fines and penalties imposed and payments thereof, liens filed, explanations of the same.
5. Please state the number of years the bidder has been actively engaged as a contractor in the construction industry.

6. Please provide your recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job, the reasons for the change orders or cost overruns, and the bidder's record for complying with and meeting completion deadlines on construction projects.
7. Please identify any project(s) within the previous five years that the bidder was determined by a public entity not to be a responsible bidder, the reasons given by the public entity, together with an explanation thereof.
8. Please identify your financial responsibility to assure that the bidder possesses adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.
9. Please describe any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the bidder, to the extent that any work to be performed is within the field of such licensed profession.
10. Please describe any and all OSHA violations within the previous three years, as well as all notices of OSHA citations filed against the bidder in the same three year period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation.
11. Please describe any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, gender or national origin and/or violations of an employee's civil or labor rights or equal employment opportunities.
12. Please describe any litigation (including copies of pleadings) in which the bidder has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years.
13. Please describe any allegations of violations of the prevailing wage law and any other state or federal labor law, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair labor practices with the past five years.
14. Please describe any violations of the workers compensation law.

15. Please describe any criminal convictions or criminal indictments, involving the bidder, its officers, directors, owners, and/or managers within the past five years.
16. *Please describe any violation within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.*
17. Please provide documentation that the bidder provides health insurance and pension benefits to its employees.
18. Please state the experience and the continuity of the bidder's work force.
19. Please submit the identity the bidder's permanent work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialties.
20. Please provide the identity of any temporary work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state or residence, and their job descriptions or trade specialties.
21. Please state whether the bidder's work force is drawn mainly from local employees. The number of local employees, as defined in paragraph (a)(3) of Ordinance 8612009, and their job descriptions or trade specialties that the bidder will employ on the public contract.
22. If the bidder claims that non-local employees (or non-local contract labor) are to be assigned to the public contract instead of local employees, please state in detail the reasons therefore.
23. If the bidder claims that local employees are not intended to be used by the bidder on the public contract because they are not available, qualified or trainable within a reasonable period of time, please state in detail the reasons therefore.
24. State whether the bidder participates in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United States Department of labor.
25. State whether the bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.
26. State whether the bidder's employees are OSHA-10 and/or OSHA-30 certified.

PERFORMANCE BOND AFFIDAVIT

Unless the bidder submits, with its bid, a Bid and Contract Bond per ORC. 153.571, Canton may request that the bidder obtain, from its insurance representative, a performance bond affidavit that contains the representations noted below. The affidavit shall be made on the insurance agency's letterhead, reference this project by name and state at least the following:

- (1) The representative certifies that, should the contract be awarded to the contractor on whose behalf the certificate is being provided, the performance bond specified will be provided.
- (2) The name and A.M. Best Company ratings of companies which are expected to provide the required performance bond.

THE PERFORMANCE BOND AFFIDAVIT SHALL BE NOTARIZED.

AFFIDAVIT

Now comes _____, the duly
authorized representative of _____
(name of company)
a bidder on City Project _____
(name of project)
and hereby deposes and states under oath that the _____
(name of bidder's
_____ shall employ all local labor for all work to be
performed on
_____ company)
City Project _____
in the event said bidder is awarded the contract for said Project.

Authorized Signature of
Company

Sworn to and subscribed before me this _____ day of _____,
20____.

Name of

Notary Public My Commission Expires:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANTON, STATE OF OHIO, THAT:

Section 1. Section 105.01, Procedures to Determine Lowest and Best Bid for Construction of Public Improvements, of the Codified Ordinances is amended to read as follows:

105.01 CONSTRUCTION CONTRACTS.

(a) Definitions.

For purposes of this chapter, the following definitions shall apply:

- (1) "Public Contract" or "Construction Project" means either of the following:
- A. Any new construction of any public improvement, the total ~~overall~~ project cost of which is estimated to be more than ~~\$50,000.00~~ and performed by other than full-time employees of the City who have completed their probationary periods in the classified service. Determination of project cost shall be subject to the biennial increase or decrease provided for by Ohio R.C. 4115.034; or
- B. Any construction, reconstruction, improvement, enlargement, renovation, alteration, repair, painting or decorating of any public improvement, which is estimated to be more than \$20,000.00 and performed by other than full-time employees of the City who have completed their probationary periods in the classified service. Determination of project cost shall be subject to the biennial increase or decrease provided for by Ohio R.C. 4115.034.
- (2) "Public improvement" includes all buildings, roads, streets, alleys, sewers, ditches, sewage disposal plants, water works and all other structures or works constructed by the City or by any person or entity, who, pursuant to a contract with the City, constructs any public improvement for the City. A public improvement shall be considered as one project where a review of the nature, scope and objective, as well as the interrelationship of time and purpose of the project, evidences the undertaking of a single public improvement pursuant to Ohio R.C. 4115.033 and O.A.C. 4101:9-4-17.
- (3) "Local employee" means:
- A. A person residing within the City of Canton or Stark County;

- B. A person working for a contractor or from a pool of labor located within the City of Canton or Stark County; or
- C. Due to the specialty nature of the employment to be performed, where a suitable person meeting either subsection (a)(3)A. or B. hereof is not available, a person residing or working within a location as close to Canton as is available. A "suitable person" means a person who is qualified to perform the work or trainable within a reasonable period of time.

(b) Project Labor Agreements.

- (1) In connection with the public bidding and contract awarding process for every proposed public contract or construction project, the Mayor, or his designee, shall evaluate whether a project labor agreement will advance the City's procurement interest in cost, efficiency, and quality while promoting labor management stability as well as compliance with applicable legal requirements governing safety and health, equal employment opportunity, labor and employment standards, and other related matters.
- (2) If the Mayor, or his designee, determines that a project labor agreement will serve the goals set forth above, the Mayor, or his designee, shall negotiate a project labor agreement with the East Central Ohio Building and Construction Trades Council and its affiliated local unions, or said Council's successor.
- (3) The bidding documents for each such construction project shall contain a written provision requiring the successful bidder to comply with and adhere to all of the provisions of any project labor agreement negotiated by the Mayor for the project.
- (4) The City shall not thereafter enter into any contract with the successful bidder for the construction of any such city building unless the contract contains a provision requiring the successful bidder, and all of the bidder's contractors and subcontractors, to comply with and adhere to the provisions of the negotiated project labor agreement.
- (5) If the Mayor, or his designee, with respect to any proposed construction project, determines that a project labor agreement will not serve the goals set forth in subsection (b)(1), the Mayor shall submit a written report to the Clerk of Council that shall state the reasons for concluding that a project labor agreement for the project will not substantially further the purposes of this section.

(c) Bids and Required Bidder Information.

Upon Council approval, the Director of Public Service and/or Director of Public Safety shall advertise and accept bids for a construction project in accordance with the following procedures:

- (1) Contracts shall be bid as follows:
 - A. An aggregate bid from a general contractor; or
 - B. Separate bids for work and materials from multiple prime contractors.
- (2) Bidders for all proposed construction projects shall be required to furnish the following information:
 - A. The work, supplies and materials covered by the bidder's bid.
 - B. Identification of all work to be subcontracted. All subcontractors are also subject to the approval of the Board of Control based on the criteria contained in this section.
 - C. Descriptions of bidder's experience with projects of comparative size, complexity and cost within recent years, demonstrating the bidder's ability and capacity to perform a substantial portion of the project with its own forces.
 - D. Documentation from previous similar projects regarding timeliness of performance, quality of work, extension requests, fines and penalties imposed and payments thereof, liens filed, history of claims for extra work, contract defaults, together with explanations of the same.
 - E. The number of years the bidder has been actively engaged as a contractor in the construction industry.
 - F. The bidder's recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job, the reasons for the change orders or cost overruns, and the bidder's record for complying with and meeting completion deadlines on construction projects.
 - G. Identification of any projects within the previous five years that the bidder was determined by a public entity not to be a

responsible bidder, the reasons given by the public entity, together with an explanation thereof.

- H. Demonstration of financial responsibility to assure that the bidder possesses adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.
- I. Disclosure of any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the bidder, to the extent that any work to be performed is within the field of such licensed profession.
- J. Disclosure of any and all OSHA violations within the previous three years, as well as all notices of OSHA citations filed against the bidder in the same three year period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation.
- K. Disclosure of any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, gender, or national origin and/or violations of an employee's civil or labor rights or equal employment opportunities.
- L. Disclosure of any litigation (including copies of pleadings) in which the bidder has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years.
- M. Disclosure of allegations of violations of the prevailing wage law and any other state or federal labor law, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair labor practices within the past five years.
- N. Disclosure of violations of the workers compensation law.
- O. Disclosure of any criminal convictions or criminal indictments, involving the bidder, its officers, directors, owners, and/or managers within the past five years.

- P. Disclosure of any violation within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.
- Q. Documentation that the bidder provides health insurance and pension benefits to its employees.
- R. The experience and the continuity of the bidder's work force.
- S. The identity of the bidder's permanent work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialties.
- T. The identity of any temporary work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialties.
- U. Whether the bidder's work force is drawn mainly from local employees. The number of local employees, as defined in paragraph (a)(3), and their job descriptions or trade specialties that the bidder will employ on the public contract.
- V. When a bidder claims that non-local employees (or non-local contract labor) are to be assigned to the public contract instead of local employees, the reasons therefor.
- W. When a bidder claims that local employees are not intended to be used by the bidder on the public contract because they are not available, qualified or trainable within a reasonable period of time, the reasons therefor.
- X. Whether the bidder participates in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United States Department of Labor.
- Y. Whether the bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.
- Z. Whether the bidder's employees are OSHA-10 and/or OSHA-30 certified.

(d) Each factor enumerated in subsection (c)(2), standing alone, shall not be considered as determinative of the lowest and best bid. The City shall have complete discretion in assessing the level of importance to be placed upon any one or more of the factors enumerated and in determining the lowest and best bid and in awarding the construction contract.

(e) All bid invitations and specifications for construction, repair and renovation work shall advise prospective bidders of all of the factors that will be taken into consideration by the Board of Control in determining whether a bid is not only the lowest but the "best" bid. Bid specifications shall contain provisions conforming to this chapter, including a form or forms to enable a bidder to provide evidence to the Board of Control of the bidder's compliance with, adherence to, or satisfaction of, the various factors that shall be considered by the Board in determining the lowest and best bid.

Section 2. Section 105.06, Capital Improvement Projects, of the Codified Ordinances is repealed.

Section 3. Paragraph (a) to Section 105.12, Local Bidder Preference, of the Codified Ordinances is amended to read as follows:

(a) The Board of Control, in determining the lowest and best bidder in the award of contracts, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than ten percent (10%) higher, subject to a maximum amount of one hundred thousand dollars (\$100,000.00), than the lowest dollar bid submitted by non-local bidders, provided that the project bid does not exceed ten percent (10%) of the engineer's estimate. The Board of Control's decision in making such an award shall be final.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

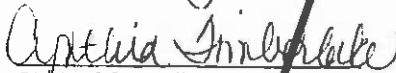
Section 5. This ordinance shall take effect from and after the earliest period allowed by law.

PASSED: May 17, 2009


President of Council Pro Tem

ATTEST: May 18, 2009

APPROVED:


Clerk of Council


Mayor Pro Tem

TMB/car
5/8/97
2155

By: Thomas M. Bernabel, Law Director
RDC by JMB - 5/9/97

(2) 1st Reading MAY 12 1997

Referred to Justice

(16) 2nd Reading JUN 02 1997

3rd Reading JUN 02 1997

PASSED: JUN 02 1997

Recorded in Volume _____ Page REC'D 5:30-97 8:00 A.M. JMB

ORDINANCE NO. 112/97

AN ORDINANCE AMENDING SECTION 105.12,
LOCAL PREFERENCE, AND SECTION 181.09,
INVESTIGATIONS; INFORMATION
CONFIDENTIAL PENALTY FOR DIVULGENCE;
RECORDS TO BE KEPT FOR FIVE YEARS, OF
THE CODIFIED ORDINANCE OF THE CITY OF
CANTON

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANTON, STATE OF OHIO,
THAT:

Section 1. Section 105.12, Local Preference, of the Codified Ordinances of the City
of Canton, be and the same is hereby amended to read as follows:

105.12

LOCAL BIDDER PREFERENCE.

(a) The Board of Control, in determining the lowest and best bidder
in the award of contracts, is authorized to award contracts to local bidders as
hereinafter defined, whose bid is not more than ten percent (10%) higher,
subject to a maximum amount of \$10,000.00, than the low dollar bid submitted
by non-local bidders. The Board of Control's decision in making such an award
shall be final.

*Per Ord. 86/2009,
the amount of
\$10,000.00 has
been increased
to \$100,000.00.

(b) For purposes of this section, "local bidder" means an individual or
business entity which at the time of the award of the contract: (i) is a resident
of the City and/or has its principal place of business in the City; and (ii) which
has filed a City of Canton "Resident" Income Tax Return for the past two (2) tax
years

(c) All contract specifications and/or bid documents that are
distributed by Canton for the purpose of soliciting bids for goods and/or services
shall contain the following notice:

Prospective bidders will take notice that the City of Canton, in
determining the lowest and best bidder in the award of this
contract, may award a local bidder preference to any qualified
bidder pursuant to Section 105.12 of the Codified Ordinances of
the City of Canton. The determination of whether a bidder
qualifies for the local preference shall be made by Board of
Control. The Board's decision shall be final. A copy of City Code
Section 105.12 is attached.

(d) This section shall be applicable to all contracts for the purchase
of material, equipment, supplies or services, which are purchased, leased or
constructed at a cost in excess of \$10,000.00 and which require bidding \$100,000.00
pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.



SUPPLEMENTARY GENERAL CONDITIONS

GENERAL CONDITIONS/CANTON INCOME TAX

Each bidder, by the act of submitting its bid agrees to withhold all City Income Taxes due or payable under Chapter 181 of the Codified Ordinances of the City of Canton for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City Income Taxes due for service performed under this contract.

Furthermore, any person, firm, or agency that has a contract, or agreement with the City shall be subject to the City Income Tax whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profit on the contract shall be subject to the City Income Tax.

Questions regarding this matter shall be directed to the City of Canton, Income Tax Department, (330) 430-7900.

GENERAL CONDITIONS

Bidders shall take notice that they are to comply with the Codified Ordinances of the City of Canton, including but not limited, to the following:

1. Section 105.01 - ~~SEE ORDINANCE 86/2009.~~
2. Section 105.03 - U.S. steel usage required; exceptions.
3. Section 105.05 - Materials to be purchased locally.
4. Section 105.12 - Local preference.

Copies of the text of the above-noted Ordinance Sections are attached to these bid documents for bidders' review and compliance.

- (18) The length of time that the bidder has been a participant in a bona fide apprenticeship program.
- (19) The bidder's compliance record with unemployment and workers' Compensation laws.
- (20) The bidder's compliance record with federal and state prevailing wage laws.
- (21) The bidder's compliance record with the Fair Labor Standards Act.

(c) Each factor enumerated in subsection (b), standing alone, shall not be considered as determinative of the lowest and best bid. The City shall have complete discretion in assessing the level of importance to be placed upon any one or more of the factors enumerated and in determining the lowest and best bid and in awarding the public contract.

(d) All bid invitations and specifications for construction, repair and renovation work shall advise prospective bidders of all of the factors that will be taken into consideration by the Board of Control in determining whether a bid is not only the lowest but the best bid. Bid specifications shall contain provisions conforming to this chapter, including a form or forms to enable a bidder to provide evidence to the Board of Control of the bidder's compliance with, adherence to, or satisfaction of, the various factors that shall be considered by the Board in determining the lowest and best bid.
(Ord. 17-99. Passed 2-1-99.)

~~105.02 CONFORMANCE WITH LOCAL UNION PRACTICES.~~

~~(ORDINATOR'S NOTE: This section was repealed by Ordinance 99-09, passed May 22, 1989.)~~

105.03 U.S. STEEL USAGE REQUIRED; EXCEPTION.

All City contracts shall stipulate or provide that all steel necessary in the construction of any work performed under such contracts shall be steel that is produced in the United States unless a specific product which is required is not produced by manufacturers in the United States in which event this prohibition does not apply. This section shall apply to only contracts awarded by the Board of Control of the City. (Ord. 224-77. Passed 6-27-77.)

105.04 EMERGENCY CONTRACTUAL PROCEDURES.

(a) Upon the occurrence of any emergency situation within City government that affects the health, safety and welfare of this City and which requires the immediate attention on the part of the executive members of City government, the appropriate City official, i. e. Mayor, Service Director or Safety Director, a written report shall be submitted to the Clerk of Council with a copy of this report to the Chairman of the Finance Committee and, if applicable, a copy to the chairman of any other committee of Council that normally will be charged with the responsibility of the subject matter of the emergency.

(b) Such written report and copy or copies shall be submitted to Council for the Council agenda for the next succeeding Council meeting, as long as the emergency did not exist seventy-two hours before the preceding meeting.

(c) The written report shall be placed on the Council agenda for the next succeeding Council meeting.

- (d) Written reports shall to the extent possible:
- (1) Describe the nature of the emergency;
 - (2) Provide the various alternatives being provided to correct the problem;
 - (3) Name the appropriate department head charged with the responsibility of coping with the emergency;
 - (4) Name contractors or persons who are being considered to undertake the responsibility of dealing with such an emergency;
 - (5) Name the contractors or persons who are performing the work necessary to undertake the responsibility of dealing with the emergency;
 - (6) Provide the estimate cost for such an undertaking if this information is available; and
 - (7) Provide effort and time for the work to be performed by such contractors or persons if available, and other relevant information that is necessary to give Council the full picture and the process being used to determine the resolution of such emergency.

(e) Strict compliance of the foregoing on the part of those who may have to proceed with the remedy or repair of an emergency situation without prior legislative authority will be a substantial consideration on the part of Council in subsequently enacting the legislation to compensate the person who has undertaken such emergency work.

(f) Upon receipt of such written notice, the chairman of the Council committee(s) shall make reasonable efforts to come in contact with the City department director who has assumed the responsibility of coping with such emergency situation.

(g) The Board of Control is directed to notify and invite all contractors to enter their names on a list with the City if they wish to participate in handling work or supplying material for the City on an emergency basis. A copy of the contractors who will participate is to be registered with the Clerk of Council. (Res. 76-76. Passed 3-1-76.)

105.05 MATERIALS TO BE PURCHASED LOCALLY.

In all future contracts for the construction of buildings, structures, or other improvements under the Capital Improvement Budget, the following clause shall be printed or typewritten on each contract:

It is the desire of the City of Canton that all materials used in the construction covered by this contract shall be purchased in the Canton area except such materials which are unavailable in the Canton area.

(Res. 49-77. Passed 2-7-77.)

105.06 MINORITY CONTRACT PROVISION.

All contracts with the City shall include the following clause:

The bidder agrees to expend at least \$_____ of the Contract in the event the contract is awarded to such bidder for minority business enterprises. For purposes of this pledge, the term "minority business enterprise" means a bona fide business at least fifty percent (50%) of which is owned by minority group members or, in the case of publicly-owned business, at least fifty-one percent (51%) of the stock of which is owned by minority group members. For the purposes of the preceding sentence, "minority group members" means citizens of the United States who are either Negroes, Spanish-speaking, Orientals, American Indians, Eskimos, Aleuts or female. Minority business enterprises may be employed as construction subcontractors or as vendors or suppliers. The bidder must indicate the minority business enterprises it intends to utilize in this document as follows:

(Ord. 331-80. Passed 11-10-80.)

105.07 GRANT AND LOAN APPLICANT REQUIREMENTS.

(a) No person, partnership, corporation and/or unincorporated association shall be eligible to receive any grant or loan from Community Development funds, whether administered directly by the Community and Economic Development Department or indirectly through a program administered by a non-profit agency on behalf of the City, unless the applicant is paid in full or is current and not otherwise delinquent in the payment of the following:

- (1) Any outstanding judgments, liens, grant or loan obligations owed to the City of Canton;
- (2) Utility bills for water, sewer and sanitation services owed to the City of Canton;
- (3) Income taxes (to include mandatory wage withholding by employers) owed to the City of Canton;
- (4) Real estate taxes and assessments on any properties owned by the applicant located within the City of Canton, due and payable to the Stark County Treasurer;
- (5) Personal property taxes for property situated within the City of Canton and owed to the Stark County Auditor and/or State of Ohio; or
- (6) Any outstanding loans, grants, subsidies or other entitlements received from any federal or state funded Housing and Community Development program.

(b) Under any Community Development program in which the combined household income of all members is calculated for the purpose of determining income eligibility of the applicant, no applicant shall be eligible to receive any grant or loan from Community Development if any coapplicant or other member of the same household is delinquent in the payment of any of the categories listed in subsection (a) hereof.

(c) Notwithstanding the above, this section shall not apply to:

- (1) An applicant for Elderly/Disabled Home Repair and Shelter Program grants; provided that the applicant is not delinquent or in default in the payment of any outstanding loans, grants, subsidies or other entitlements received from any federal or state funded Housing and Community Development program; and
- (2) An applicant for Emergency Home Repair, Insulation and Energy Conservation Grants and Paint/Siding Improvement Grants for the purpose of obtaining loan or grant funds to correct a Notice of Violation/Order to Correct issued under Canton City Ordinance 1367.07 (Residential Housing Maintenance Standards); provided, however, that such applicant may only receive funds to the extent necessary to correct the deficiency or deficiencies specified in the Notice of Violation/Order to Correct and may not receive funds for repairs not specified therein.

(d) No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners, any person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in any of the categories listed in subsection (a) hereof, shall be eligible for the award of any grant or loan. No person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in any of the items listed in subsection (a) hereof shall be eligible for the award of any grant or loan.

~~(e) The Community and Economic Development Department and any other department which may hereinafter or presently administer the awarding of grants and loans to applicants under any program shall establish guidelines and screen applicants consistent with the foregoing requirements. All City Departments shall comply with the requests of the Community Development Department and any other department for information which are made pursuant to this section.~~
~~(Ord. 111-97. Passed 6-2-97.)~~

105.08 CAPITAL IMPROVEMENT PROJECTS.

(a) As used in this section, a capital improvement project is defined as the construction, reconstruction, improvement, enlargement, alteration or remodeling of any buildings, roads, streets, alleys, sewers and other structures or works under the control and maintenance of the City. (Ord. 224-89. Passed 10-2-89.)

(b) For all capital improvement projects undertaken by the City, specific prior approval from Council shall be obtained by the City official responsible for undertaking the capital improvement project when the total estimated cost of the project exceeds twenty thousand dollars (\$20,000). The approval required herein shall be in addition to any prior general or annual appropriation made by Council for capital improvements. A capital improvement project shall be considered as one project where a review of the nature, scope and objective, as well as the interrelationship of time and purpose of the project, evidences the undertaking of a single capital improvement.
(Ord. 224-89. Passed 10-2-89; Ord. 52-99. Passed 3-29-99; Ord. 240-2005. Passed 11-21-05.)

105.09 NOTICE AND BIDDING REQUIRED, WHEN.

Contracts for the purchase of material, equipment, supplies or services, other than professional or personal services as defined in Section 105.10, which are purchased, leased or constructed at a cost in excess of twenty thousand dollars (\$20,000), and which require bidding pursuant to Ohio R.C. 735.05 through 735.09, and 737.03, shall first be approved by Council, and the contract shall be made with the lowest and best bidder after advertisement for not less than two or more than four consecutive weeks in a newspaper of general circulation within the City. (Ord. 224-89. Passed 10-2-89; Ord. 52-99. Passed 3-29-99; Ord. 240-2005. Passed 11-21-05.)

105.10 PROFESSIONAL OR PERSONAL SERVICES CONTRACTS.

~~All professional or personal service contracts entered into by any official on behalf of the City shall first be approved and authorized by Council where the contract exceeds fifteen thousand dollars (\$15,000). A professional service or personal service supplier shall be defined as an individual who possesses professional expertise and specialized skill in the service area, which expertise or skill may vary from one supplier to another. Professional or personal services shall include, but not be limited, to the following: legal, medical, psychological, counseling, accounting, auditing, engineering, architectural, insurance and banking services. A professional or personal service contract shall be considered as one contract where a review of the nature, scope and objective, as well as the interrelationship of time and purpose of the services to be provided under the contract, evidences the undertaking of a single project.~~
~~(Ord. 224-89. Passed 10-2-89; Ord. 52-99. Passed 3-29-99.)~~

105.11 STATE COOPERATIVE PURCHASING WITH ADMINISTRATIVE SERVICES.

(a) The City hereby requests authority pursuant to Ohio R.C. 125.04 to participate in State contracts which the Department of Administrative Services, Office of State Purchasing, has entered into for the purchase of supplies, services, equipment and certain materials.

(b) The City hereby agrees to all contract terms and conditions which the Department of Administrative Services, Office of State Purchasing, may prescribe. Such terms and conditions may include a reasonable fee to cover the administrative costs which the Department may incur as a result of the City's participation in contracts.

(c) The Director of Public Service and the Director of Public Safety are hereby authorized to act as the City's authorized agents for the purpose of executing contracts pursuant to the Cooperative Purchasing Act and the City agrees to directly pay vendors under such State contracts in which it participates for items received pursuant to contracts under this program. (Ord. 9-92. Passed 1-27-92.)

(d) The Director of Public Service and the Director of Public Safety may purchase supplies or services from another party, including another political subdivision, instead of through participation in contracts described in subsection (c) hereof if the Director can purchase those supplies or services from the other party upon equivalent terms, conditions, and specifications but at a lower price than the Director can through the Cooperative Purchasing Act. Purchases that a Director makes under this section are exempt from any competitive selection procedures otherwise required by law. A Director who makes any purchase under this section shall maintain sufficient information regarding the purchase to verify that the City satisfied the conditions for making a purchase under this section. (Ord. 52-99. Passed 3-29-99.)

105.12 LOCAL BIDDER PREFERENCE.

(a) The Board of Control, in determining the lowest and best bidder in the award of contracts, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than ten percent (10%) higher, subject to a maximum amount of ~~ten thousand dollars~~ ^{one hundred thousand dollars} than the low dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.

(b) For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract:

- (1) Is a resident of the City and/or has its principal place of business in the City; and
- (2) Which has filed a City of Canton "Resident" Income Tax Return for the past two tax years.

(c) All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice: Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of City Code Section 105.12 is attached. (Ord. 112-97. Passed 6-2-97.)

~~(d) This section shall be applicable to all contracts for the purchase of material, equipment, supplies or services, which are purchased, leased or constructed at a cost in excess of twenty thousand dollars (\$20,000) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.
(Ord. 112-97, Passed 6-2-97; Ord. 52-99, Passed 3-29-99; Ord. 240-2005, Passed 11-21-05.)~~

105.13 STATE COOPERATIVE PURCHASING WITH ODOT.

(a) The City hereby requests authority pursuant to Ohio R.C. 5513.01 to participate in State contracts which the Ohio Department of Transportation has entered into for the purchase of supplies, services, equipment and certain materials without competitive bidding.

(b) The City hereby agrees to all contract terms and conditions which the Ohio Department of Transportation may prescribe. Such terms and conditions may include a reasonable fee to cover the administrative costs which the Ohio Department of Transportation may incur as a result of the City's participation in contracts.

(c) The Director of Public Service and the Director of Public Safety are hereby authorized to act as the City's authorized agents for the purpose of executing contracts pursuant to the Cooperative Purchasing Act and the City agrees to directly pay vendors under such State contracts in which it participates for items received pursuant to contracts under this program. (Ord. 175-93, Passed 9-13-93.)

(d) The Director of Public Service and the Director of Public Safety may purchase supplies or services from another party, including another political subdivision, instead of through participation in contracts described in subsection (c) hereof if the Director can purchase those supplies or services from the other party upon equivalent terms, conditions and specifications but at a lower price than the Director can through the Cooperative Purchasing Act. Purchases that a Director makes under this section are exempt from any competitive selection procedures otherwise required by law. A Director who makes any purchase under this section shall maintain sufficient information regarding the purchase to verify that the City satisfied the conditions of making a purchase under this section.
(Ord. 52-99, Passed 3-29-99.)

105.14 CHANGE ORDERS TO CONTRACTS.

(a) Change orders are amendments to contracts to provide for alterations or modifications of the scope and/or cost of the original contract. A proposed amendment to a contract which is outside the general scope of the original contract does not constitute a change order, but is rather a proposal for a new and separate contract which requires independent contractual authority and bidding, if applicable.

(b) The Director of Public Service and the Director of Public Safety are hereby authorized, without approval of Council, to approve and enter into change orders which do not in the aggregate exceed:

- (1) Ten percent (10%) of the total authorized original contract price; or
- (2) \$100,000.00, whichever is less.

This authority is subject to the availability of funding. Change orders shall additionally require approval of the Board of Control.

(c) Change orders in excess of the aggregate amounts set forth in subsection (b) hereof shall require approval of Council. The above stated limitations may be amended by Council in any legislation providing for any contract or in any subsequent amending ordinance.
(Ord. 31-2000, Passed 2-14-00.)

ADDITIONAL REQUIREMENTS AND/OR CONDITIONS

- A. Notwithstanding any provision to the contrary, this Agreement shall be governed by Ohio Law.
- B. Supplier agrees that Canton's specifications and bid documents shall be incorporated and made a part of any subsequent contract entered by the parties. Further, the terms, conditions and provisions found in Canton's specifications and bid documents shall supersede and control any subsequent contract provision to the contrary.
- C. Once a contract has been fully executed by both parties, said contract shall be binding upon the parties' heirs, successors and assigns.
- D. Supplier shall not assign or transfer any interest under this Agreement without the express written consent of Canton.
- E. Supplier agrees to indemnify and hold harmless the City of Canton, Ohio, its employees and agents from and against any and all demands, claims, causes of action, or judgments arising from any injury or death to persons or damage to property as a result of any act or omission by Supplier, its agents, employees or subcontractors. Nothing herein shall be construed to hold Supplier liable for Canton's negligence.
- F. Supplier's liability to the City of Canton for default shall not be limited and the City of Canton shall be entitled to all damages permitted under Ohio law upon Supplier's breach, default or non-performance under this Agreement.
- G. A waiver of a breach of any of the terms or conditions of the contract will not be construed as a waiver of any subsequent breach. Any consent to delay in the performance of contractor of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement of any remedy in the event of a breach of any term or condition of the contract, or in the exercise by either party of any right under the contract, shall not be construed as a waiver.
- H. When it appears to the contractor during the course of construction that any work does not conform to the provisions of the contract documents it will make necessary corrections so that such work will conform, and in addition, will correct any defects caused by faulty materials, equipment or workmanship in work supervised by it or by a subcontractor, appearing within one year from the date of issuance of a certificate of substantial completion or within such longer periods as may be prescribed by law or as may be provided for by applicable special guarantees or warranties in the contract documents.

NOTICE OF WITHDRAWAL

PLEASE NOTE THAT BY SUBMITTING YOUR BID(S) TO THE CITY OF CANTON, THE CITY ASSUMES THAT SAID BID(S) HAS/HAVE BEEN REVIEWED BY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY TO ASSURE THAT THE BID(S) IS/ARE CORRECT AND/OR ACCURATE.

ANY BIDDER MAY WITHDRAW THE BID(S), BY WRITTEN REQUEST, AT ANY TIME PRIOR TO THE HOUR SET FOR THE BID OPENING.

IF THERE IS NO WITHDRAWAL OF THE BID(S), IN ACCORDANCE WITH THE ABOVE PROCEDURE, THE CITY RESERVES THE RIGHT TO ENFORCE SAID BID PRICE(S) AND/OR CONTRACT.

BIDDER INFORMATION

1. The Bidder shall provide the following information as part of its bid.

- a. Name of Bidder _____
- b. Business Address _____

City State Zip
- c. Business Telephone Number () _____
- d. Person, address, and telephone to whom official notices are to be sent _____

- e. Person, address and telephone for further information regarding this proposal _____

- f. State(s) of incorporation (w/dates of incorporation) _____

- g. Principal place of business _____
- h. ~~Working days necessary to complete project~~ N/A _____ days
- i. Federal I.D. Number # _____
- j. Amount of Certified Check, Cashier's Check, Bid Bond \$ _____

2. Form of Business Organization.

_____ Corporation

_____ Partnership

_____ Other _____

3. The bidder shall provide the names and addresses of all persons interested as principals (officers, partners, and associates) in this proposal. Write first name in full, and give titles for offices.

_____	_____
_____	_____
_____	_____
_____	_____

All of the above, including the signatory to this bid, are citizens of the United States, except the following. (Provide names and addresses of those not a citizen of the United States.)

_____	_____
_____	_____
_____	_____
_____	_____

4. Name and address of other person, firms or companies interested in this contract.

_____	_____
_____	_____
_____	_____
_____	_____

The undersigned certifies that the bidder has the facilities, ability and financial resources available for the fulfillment of the contract if such be awarded to said bidder.

Upon request, the bidder will be expected to amplify the foregoing statements as necessary to satisfy the OWNER concerning his ability to successfully perform the work in a satisfactory manner.

Signed this _____ day of _____, 20 ____.

Contractor

By _____
(Signature of individual, partner or officer signing the proposal.)

PLEASE NOTE

IF YOUR BUSINESS IS INCORPORATED, YOU ARE REQUIRED TO SUBMIT A COPY OF YOUR CORPORATE “ARTICLES OF INCORPORATION” SHOWING EXACTLY WHAT NAME YOU ARE INCORPORATED UNDER. THE ARTICLES OF INCORPORATION ARE THE DOCUMENTS FILED WITH THE STATE (OHIO OR OTHERWISE) CREATING THE CORPORATE ENTITY.

LISTING OF SUBCONTRACTORS

The Bidder to provide the name, location of principal place of business, proposed amount of subcontract and type of work to be performed of each subcontractor who will perform work or labor or render service, as listed, to the bidder in or about the construction of the work or improvement to be performed under the Contract for which the attached Bid is submitted, and where the portion of the work which will be performed by each subcontractor. Note that subcontractors are distinguishable from suppliers.

Subcontractor – An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the work at the site.

Supplier – A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the work by the CONTRACTOR or any Subcontractor.

The Bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion itself.

CERTIFICATION

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that _____ does not have an
(Company or Individual Name)

outstanding unresolved finding for recovery issued by the Auditor of the State of Ohio as defined by Ohio Revised Code (ORC) Section 9.24 as of

(Current date)

Signature of Officer or Agent

Name (Print)

Sworn to and subscribed in my presence this _____ day of

_____, 20____

(Notary Public)

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038). The Pre-certification form (HLS 0035) should only be completed if you are specifically instructed to do so by the agency or office requesting the form.
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- * DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE ()		WORK PHONE ()		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

LAST NAME		FIRST NAME		MI
BUSINESS/ORGANIZATION NAME			PHONE ()	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? ☐ Yes ☐ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division Web site.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

APPLICANT SIGNATURE

DATE

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

Terrorist Exclusion List

As of July 20, 2006

U.S. Department of State List of Designated Foreign Terrorist Organizations

1. Abu Nidal Organization (ANO) (International, Palestinian)
2. Abu Sayyaf Group (ASG) (Philippines)
3. Al-Aqsa Martyrs Brigade (Palestinian)
4. Al-Shabaab (Somali)
5. Ansar al-Islam (Iraqi Kurdistan)
6. Armed Islamic Group (GIA) (Algeria)
7. Asbat al-Ansar (Lebanon)
8. Aum Shinrikyo (Japan)
9. Basque Fatherland and Liberty (ETA) (Spain, France)
10. Communist Party of the Philippines/New People's Army (CPP/NPA) (Philippines)
11. Continuity Irish Republican Army (Northern Ireland)
12. Gama'a al-Islamiyya (Egypt)
13. HAMAS (Islamic Resistance Movement) (Palestinian)
14. Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B) (Bangladesh)
15. Harakat ul-Mujahidin (HUM) (Kashmir, India)
16. Hizballah (Party of God) (Lebanon)
17. Islamic Jihad Group (Syria)
18. Islamic Movement of Uzbekistan (IMU) (Uzbekistan)
19. Jaish-e-Mohammed (Army of Mohammed) (JEM) (Kashmir, India)
20. Jemaah Islamiya organization (JI) (Southeast Asia)
21. al-Jihad (Egyptian Islamic Jihad) (Egypt)
22. Kahane Chai (Kach) (Israel)
23. Kongra-Gel (KGK, formerly Kurdistan Workers' Party, PKK, KADEK, Kongra-Gel) (Turkey, Iran, Iraq, Syria)
24. Lashkar-e Tayyiba (Army of the Righteous) (LT) (Kashmir)
25. Lashkar i Jhangvi
26. Liberation Tigers of Tamil Eelam (LTTE) (Sri Lanka)
27. Libyan Islamic Fighting Group (LIFG) (Libya)
28. Moroccan Islamic Combatant Group (GICM) (Morocco)
29. Mujahedin-e Khalq Organization (MEK) (Iran)
30. National Liberation Army (ELN) (Colombia)
31. Palestine Liberation Front (PLF) (Palestinian)
32. Palestinian Islamic Jihad (PIJ) (Palestinian)
33. Popular Front for the Liberation of Palestine (PFLP) (Palestinian)
34. PFLP-General Command (PFLP-GC) (Palestinian)
35. Tanzim Qa'idat al-Jihad fi Bilad al-Rafidayn (QJBR) (al-Qaida in Iraq) (formerly Jama'at al-Tawhid wa'al-Jihad, JTJ, al-Zarqawi Network) (Iraq)
36. al-Qa'ida (Global)
37. al-Qa'ida in the Islamic Maghreb (formerly GSPC) (The Maghreb)
38. Real IRA (Northern Ireland)
39. Revolutionary Armed Forces of Colombia (FARC) (Colombia)
40. Revolutionary Nuclei (formerly ELA) (Greece)
41. Revolutionary Organization 17 November (Greece)
42. Revolutionary People's Liberation Party/Front (DHKP/C) (Turkey)
43. Shining Path (Sendero Luminoso, SL) (Peru)
44. United Self-Defense Forces of Colombia (AUC) (Colombia)

OHIO DEPARTMENT OF PUBLIC SAFETY

Division of Homeland Security

U.S. Department of State Terrorist Exclusion List

1. Afghan Support Committee (a.k.a. Ahya ul Turas; a.k.a. Jamiat Ayat-ur-Rhas al Islamia; a.k.a. Jamiat Ihya ul Turath al Islamia; a.k.a. Lajnat el Masa Eidatul Afghanistan)
2. Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry; f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment; a.k.a. Waldenberg, AG)
3. Al-Hamati Sweets Bakeries
4. Al-Ittihad al-Islami (AIAI)
5. Al-Manar
6. Al-Ma'unah
7. Al-Nur Honey Center
8. Al-Rashid Trust
9. Al-Shifa Honey Press for Industry and Commerce
10. Al-Wafa al-Igatha al-Islamia (a.k.a. Wafa Humanitarian Organization; a.k.a. Al Wafa; a.k.a. Al Wafa Organization)
11. Alex Boncayao Brigade (ABB)
12. Anarchist Faction for Overthrow
13. Army for the Liberation of Rwanda (ALIR) (a.k.a. Interahamwe, Former Armed Forces (EX-FAR))
14. Asbat al-Ansar
15. Babbar Khalsa International
16. Bank Al Taqwa Ltd. (a.k.a. Al Taqwa Bank; a.k.a. Bank Al Taqwa)
17. Black Star
18. Communist Party of Nepal (Maoist) (a.k.a. CPN(M); a.k.a. the United Revolutionary People's Council, a.k.a. the People's Liberation Army of Nepal)
19. Continuity Irish Republican Army (CIRA) (a.k.a. Continuity Army Council)
20. Darkazanli Company
21. Dhamat Houmet Daawa Salafia (a.k.a. Group Protectors of Salafist Preaching; a.k.a. Houmat Ed Daawa Es Salafiya; a.k.a. Katibat El Ahoual; a.k.a. Protectors of the Salafist Predication; a.k.a. El-Ahoual Battalion; a.k.a. Katibat El Ahouel; a.k.a. Houmate EdDaawa Es-Salafia; a.k.a. the Horror Squadron; a.k.a. Djamaat Houmat Eddawa Essalafia; a.k.a. Djamaatt Houmat Ed Daawa Es Salafiya; a.k.a. Salafist Call Protectors; a.k.a. Djamaat Houmat Ed Daawa Es Salafiya; a.k.a. Houmate el Da'awaa es-Salafiyya; a.k.a. Protectors of the Salafist Call; a.k.a. Houmat ed-Daaoua es-Salafia; a.k.a. Group of Supporters of the Salafiste Trend; a.k.a. Group of Supporters of the Salafist Trend)
22. Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkistan Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
23. First of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Premero De Octubre)
24. Harakat ul Jihad i Islami (HUJI)
25. International Sikh Youth Federation
26. Islamic Army of Aden
27. Islamic Renewal and Reform Organization
28. Jamiat al-Ta'awun al-Islamiyya
29. Jamiat ul-Mujahideen (JUM)
30. Japanese Red Army (JRA)
31. Jaysh-e-Mohammed
32. Jayshullah
33. Jerusalem Warriors
34. Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
35. Libyan Islamic Fighting Group
36. Loyalist Volunteer Force (LVF)
37. Makhtab al-Khidmat
38. Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combattant Marocain)

OHIO DEPARTMENT OF PUBLIC SAFETY

Division of Homeland Security

39. Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
40. New People's Army (NPA)
41. Orange Volunteers (OV)
42. People Against Gangsterism and Drugs (PAGAD)
43. Red Brigades-Combatant Communist Party (BR-PCC)
44. Red Hand Defenders (RHD)
45. Revival of Islamic Heritage Society (Pakistan and Afghanistan offices -- Kuwait office not designated) (a.k.a. Jamia Ihya ul Turath; a.k.a. Jamiat Ihia Al- Turath Al-Islamiya; a.k.a. Revival of Islamic Society Heritage on the African Continent)
46. Revolutionary Proletarian Nucleus
47. Revolutionary United Front (RUF)
48. Salafist Group for Call and Combat (GSPC)
49. The Allied Democratic Forces (ADF)
50. The Islamic International Brigade (a.k.a. International Battalion, a.k.a. Islamic Peacekeeping International Brigade, a.k.a. Peacekeeping Battalion, a.k.a. The International Brigade, a.k.a. The Islamic Peacekeeping Army, a.k.a. The Islamic Peacekeeping Brigade)
51. The Lord's Resistance Army (LRA)
52. The Pentagon Gang
53. The Riyadus-Salikhin Reconnaissance and Sabotage Battalion of Chechen Martyrs (a.k.a. Riyadus-Salikhin Reconnaissance and Sabotage Battalion, a.k.a. Riyadh-as-Saliheen, a.k.a. the Sabotage and Military Surveillance Group of the Riyadh al-Salihin Martyrs, a.k.a. Riyadus Salikhin Reconnaissance and Sabotage Battalion of Shahids (Martyrs))
54. The Special Purpose Islamic Regiment (a.k.a. the Islamic Special Purpose Regiment, a.k.a. the al-Jihad-Fisi-Sabilillah Special Islamic Regiment, a.k.a. Islamic Regiment of Special Meaning)
55. Tunisian Combat Group (a.k.a. GCT, a.k.a. Groupe Combattant Tunisien, a.k.a. Jama'a Combattante Tunisien, a.k.a. JCT; a.k.a. Tunisian Combatant Group)
56. Turkish Hizballah
57. Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
58. Ummah Tameer E-Nau (UTN) (a.k.a. Foundation for Construction; a.k.a. Nation Building; a.k.a. Reconstruction Foundation; a.k.a. Reconstruction of the Islamic Community; a.k.a. Reconstruction of the Muslim Ummah; a.k.a. Ummah Tameer I-Nau; a.k.a. Ummah Tameer E-Nau; a.k.a. Ummah Tameer-I-Pau)
59. Youssef M. Nada & Co. Gesellschaft M.B.H.

U.S. Treasury Department's Designated Charities and Potential Fundraising Front Organizations for FTOs

1. Makhtab al-Khidamat / Al Kifah (formerly U.S.-based, Pakistan)
2. Al Rashid Trust (Pakistan)
3. WAFA Humanitarian Organization (Pakistan, Saudi Arabia, Kuwait, United Arab Emirates)
4. Rabita Trust (Pakistan)
5. Ummah Tameer E-Nau (Pakistan)
6. Revival of Islamic Heritage Society - Pakistan and Afghanistan Branches (Kuwait, Afghanistan, Pakistan)
7. Afghan Support Committee (Afghanistan, Pakistan)
8. Al Haramain Foundation (Indonesia, Kenya, Pakistan, Tanzania, Bosnia, Somalia, Bangladesh, Afghanistan, Albania, Ethiopia, Netherlands, Comoros Islands, and United States branches)
9. Aid Organization of the Ulema (Pakistan)
10. Global Relief Foundation (United States)

OHIO DEPARTMENT OF PUBLIC SAFETY

Division of Homeland Security

11. Benevolence International Foundation (United States):
12. Benevolence International Fund (Canada)
13. Bosanska Idealna Futura (Bosnia)
14. Stichting Benevolence International Nederland (Netherlands)
15. Lajnat al Daawa al Islamiyya (Kuwait, Pakistan, Afghanistan)
16. Al Akhtar Trust (Pakistan)
17. Taibah International (Bosnia)
18. Al Haramain & Al Masjed Al Aqsa Charity Foundation (Bosnia)
19. Al Furqan (Bosnia)
20. Islamic African Relief Agency (IARA) / Islamic Relief Agency (ISRA) (Sudan, United States and 40 other branches throughout the world)
21. The Holy Land Foundation for Relief and Development (United States)
22. Al Aqsa Foundation (United States, Europe, Pakistan, Yemen, South Africa)
23. Comité de Bienfaisance et de Secours aux Palestiniens (France)
24. Association de Secours Palestinien (Switzerland)
25. Interpal (Palestinian Relief & Development Fund) (United Kingdom)
26. Palestinian Association in Austria (Austria)
27. Sanibil Association for Relief and Development (Lebanon)
28. Elehssan Society (Palestinian territories)
29. Aleph (Aum Shinrikyo/Aum Supreme Truth)
30. Rabbi Meir David Kahane Memorial Fund (Kahane Chai and Kach)
American Friends of the United Yeshiva (Kahane Chai and Kach)
American Friends of Yeshivat Rav Meir (Kahane Chai and Kach)
Friends of the Jewish Idea Yeshiva (Kahane Chai and Kach)
31. Irish Republican Prisoners Welfare Association (Real IRA)
32. Socorro Popular Del Peru/People's Aid of Peru (Sendero Luminoso/Shining Path)

APPENDIX

A

Prevailing Wages

This project will utilize Federal Prevailing Wage Rates.

APPENDIX A

AFFIDAVIT OF COMPLIANCE
PREVAILING WAGES

I _____,
(Name of person signing affidavit) (Title)
do hereby certify that the wages paid to all employees of the _____
(Company Name)
for all hours worked on the _____
(Project and Location)
project, during the period from _____ to _____
(Project Dates)
are in compliance with Federal prevailing wage requirements.

I further certify that no rebates or deductions have been or will be made, directly or indirectly,
from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 20 _____.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the Contractor or Subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the Contract is made.

DOL Home > WHD > Recovery

Wage and Hour Division (WHD)

WHD Information Related to the American Recovery and Reinvestment Act of 2009



[Spanish Version](#)

Overview

The American Recovery and Reinvestment Act of 2009 (ARRA) was signed into law by President Obama on February 17, 2009. Division A of ARRA appropriates substantial funding for construction, alteration and repair of federal buildings and for infrastructure projects, such as roads, bridges, public transit, water systems, and housing. In accordance with existing Davis-Bacon Act (DBA) requirements, federal agencies directly contracting for construction work using ARRA funds must ensure that bid solicitations and resulting covered contracts contain Davis-Bacon labor standards and wage determinations in accordance with the Federal Acquisition Regulations.

Also, generally, Federal agencies must ensure that recipients of assistance funded by ARRA appropriations require contractors and subcontractors to pay laborers and mechanics employed on ARRA-assisted construction at least the Davis-Bacon prevailing wages. In addition, Division B of ARRA requires application of Davis-Bacon prevailing wage requirements to projects financed with certain tax-favored bonds.

This portal contains information on prevailing wage labor standards applicable to construction projects funded under ARRA. The Copeland "Anti-Kickback Act" and overtime pay requirements under the Contract Work Hours and Safety Standards Act also apply to ARRA funded construction. In addition, ARRA appropriations will fund federal service contracts subject to the Service Contract Act (SCA), and federal contracts subject to coverage under the Walsh-Healey Public Contracts Act (PCA). Links to information regarding application of these laws and the Davis-Bacon Act are provided on this site.

All Agency Memorandum

- All Agency Memorandum No. 207 - Applicability of Davis-Bacon to Federal and federally-assisted construction work funded by the American Recovery and Reinvestment Act of 2009.

Advisory Letters

- Project-specific or agency-specific advisory letters issued in response to ARRA-related questions are posted here. Advisory letters provide initial recommendations and guidance on Davis-Bacon Act and Service Contract Act issues.
 - Advisory Letter to Mr. Chris Herderson, Sr. Advisor, Office of Secretary, US Department of the Interior.
 - Advisory Letter to Mr. Mathew Rogers, Sr. Advisor, Office of Secretary, US Department of Energy.
 - Advisory Letter to Mr. Scott Harris, General Counsel, U.S. Department of Energy.
 - Advisory Letter to Ms. Janet Barsy, General Counsel, U.S. Department of Energy.

Prevailing Wage Conferences

- The Wage and Hour Division successfully hosted seven Prevailing Wage Conferences nationwide for more than 1,500 members of the contracting community. These conferences addressed issues associated with the administration and enforcement of the Davis-Bacon Act, McNamara O'Hara Service Contract Act, and the labor standards provisions of the American Recovery and Reinvestment Act of 2009.
- Two conferences were hosted in Washington, DC, as well as regional conferences in Chicago, IL; Orlando, FL; Long Beach, CA; San Antonio, TX and Boston, MA. For highlights of these conferences, please see the section below. In the near future, a full video of a prevailing wage conference will be posted on this webpage. In addition, this webpage will be updated as further information on future events becomes available.

Prevailing Wage Conference Videos

- Prevailing Wage Conference Highlights, WHD Video, (2009), 2 minutes
This video has been optimized for use with Windows Media Player™

Guidance

- Prevailing Wage Resource Book
- Field Operations Handbook: Chapter 15 — Davis-Bacon and Related Acts and Contract Work Hours and Safety Standards Act (PDF)

Posters

- Davis-Bacon Poster (PDF)
- Davis-Bacon Poster Spanish Version
- SCA/PCA Poster (PDF)
- SCA/PCA Poster Spanish Version
- FLSA Minimum Wage Poster

Fact Sheets

- Davis-Bacon Fact Sheet (PDF)
- Service Contract Act Fact Sheet (PDF)

DBRA Certified Payroll Form

- Contract clause — see 29 CFR 5.5(a)(3)
- Revised WH-347 Form and Instructions Applicable to Contracts Entered into Pursuant to Invitations for Bids Issued or Negotiations Concluded On or After January 18, 2009.

Davis-Bacon Survey Information

Quick Links

- Overview
- All Agency Memorandum
- Advisory Letters
- Prevailing Wage Conferences
- Prevailing Wage Conference Videos
- Guidance
- Posters
- Fact Sheets
- DBRA Certified Payroll Form
- Survey
- Laws
- Regulations
- Presentations
- Frequently Asked Questions
- Related Links
- Recovery Links

Contact Us

- Telephone: 1-866-4-USWAGE
- TTY: 1-877-889-5627
- Email: whdarra@dol.gov

Following a Department of Energy (DOE) request for project wage determinations applicable to the DOE Weatherization Assistance Program, the Wage Hour Division (WHD) of the U.S. Department of Labor (DOL) completed an expedited prevailing wage survey of weatherization construction on residential projects in the United States. Data was solicited from interested parties specific to weatherization construction performed on residential structures in the United States from **April 1, 2008 - March 31, 2009**. The nationwide survey was conducted in two stages.

The first stage of the survey included the states of **California, Connecticut, Iowa, Illinois, Maine, Massachusetts, Minnesota, Michigan, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, and Wisconsin**. Interested parties were notified on July 6, 2009 of this survey. Initially, the cut-off date for submission of data for this survey was July 15, 2009 but extended to July 31, 2009.

The second stage of the survey included the remaining 35 states of **Alaska, Alabama, Arizona, Arkansas, Colorado, Delaware, Florida, Georgia, Hawaii, Idaho, Indiana, Kansas, Kentucky, Louisiana, Maryland, Mississippi, Montana, Nebraska, Nevada, New Mexico, North Carolina, North Dakota, Oklahoma, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, and Wyoming** as well as the District of Columbia. The survey start date of this survey was July 20, 2009 with a survey cut-off date of August 14, 2009.

WHD has published these rates in the form of project wage determinations at the following site: Davis-Bacon Weatherization Wage Rates. Following the narrative on the project wage determination is a listing of each county in the state. The heading of such listing contains two main columns separated by a bold line with the left column labeled Weatherization Survey and the right column labeled Existing Residential Wage Determination. The following links provide information on the appropriate use of each main column.

Weatherization Survey Column

Existing Residential Wage Determination Column

Any questions regarding this survey can be sent to the following email address - 09WeatherizationSurvey@dol.gov.

Additional information:

- The Secretaries of Labor and Energy interim guidance to Weatherization grantees
- Major Survey Schedules
- Requesting Additional/Unlisted Classifications (Conformance) Procedures
- SF Form 1444 (PDF)

Laws

- American Recovery and Reinvestment Act of 2009 — Public Law 111-5
- The Davis Bacon Act - 40 U.S.C. 3141 et seq.
- Copeland Anti-Kickback Act - 40 U.S.C 3145
- Contract Work Hours and Safety Standards Act, as Amended (PDF) - 40 U.S.C. 3701 et seq.
- McNamara-O'Hara Service Contract Act of 1965, as Amended (PDF) - 41 U.S.C. 351 et seq.
- Walsh-Healey Public Contracts Act - 41 U.S.C. 35 et seq.
- Fair Labor Standards Act of 1938, as Amended (PDF) - 29 U.S.C. 201 et seq.

Regulations

- Federal Agency Use of Davis-Bacon Wage Determinations —29 CFR 1.6
- Davis-Bacon and CWHSSA Contract Clauses—29 CFR 5.5
- Davis-Bacon Regulatory Definitions—29 CFR 5.2
- Permissible Payroll Deductions —29 CFR Part 3 (see sections 3.5 and 3.6)
- Federal Acquisition Regulations (FAR)
 - DBA: 48 CFR 22.4
 - SCA: 48 CFR 1000

Presentations

- Prevailing Wage Conference Coverage Overview (Microsoft® PowerPoint®)
- Davis-Bacon Act Compliance Principles (Microsoft® PowerPoint®)
- Davis-Bacon Act Investigative Procedures (Microsoft® PowerPoint®)
- Service Contract Act Compliance Principles (Microsoft® PowerPoint®)

Frequently Asked Questions

- Survey Process under the Davis Bacon Act and Related Acts
- Davis-Bacon and Related Acts (DBRA) Frequently Asked Questions

Related Links

- Davis-Bacon Act Compliance Information
- Construction Survey Information
- Service Contract Act Compliance Information
- Walsh-Healey Public Contracts Act Compliance Information

▪  **Wage Determinations OnLine.gov**
 Providing public access to federal wage determinations and related information.

Recovery Links

- Department of Labor's Recovery Web page
- DOL Inspector General
- Recovery.gov
- Grants.gov
- FedbizQpps.gov

General Decision Number: OH100002 03/19/2010 OH2

Superseded General Decision Number: OH20080002

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010

BRKY0007-003 06/01/2009

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 26.82	15.30

BROH0001-001 07/01/2009		

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM & WILLIAMS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.27	10.66

BROH0001-004 06/01/2009		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.77	9.08

BROH0003-002 07/01/2009		

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS & WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.07	14.23

BROH0005-003 05/01/2009		

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

Rates	Fringes
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BRICKLAYER

BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 29.52	11.68
SANDBLASTERS.....	\$ 29.77	11.68
SEWER BRICKLAYERS; STACK		
BUILDERS; & SWING SCAFFOLDS.	\$ 30.02	11.68

BROH0006-005 05/01/2009CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships),
STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 25.65	10.48

BROH0007-005 06/01/2009

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 27.93	11.67

BROH0007-010 05/01/2009

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 27.87	8.10

BROH0008-001 06/01/2009COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run,
Middleton, & Unity Townships and the city of New Waterford),
MAHONING & TRUMBULL

	Rates	Fringes
BRICKLAYER.....	\$ 24.37	14.49

BROH0009-002 07/01/2008BELMONT, JEFFERSON (Warren & Mt. Pleasant Townships & the
Village of Dillonvale) & MONROE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 23.00	13.75
Refractory.....	\$ 27.22	13.75

BROH0010-002 07/01/2009COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington,
Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek &
Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 24.70	12.91

 BROH0014-002 07/01/2005

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek,
 Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 24.01	8.85

BROH0016-002 10/01/2009

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.49	11.60

BROH0018-002 06/01/2009

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon,
 Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 26.12	9.73

BROH0022-004 09/01/2009

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN,
 MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin,
 Jefferson & Washington Townships) & SHELBY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 25.20	9.68

BROH0032-001 06/01/2009

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.27	11.81

BROH0035-002 07/01/2009

ALLEN, AUGLAIZE, MERCER, and VAN WERT

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 24.56	10.49

BROH0039-002 06/01/2009

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 26.66	14.17

BROH0040-003 06/01/2009

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND,
WAYNE & WYANDOT (Except Crawford, Ridge, Richland & Tymochtee
Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 25.74	14.69

Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack;
Sandblasting and laying of carbon masonry material in swing
stage and/or scaffold; Ramming and spading of plastics and
gunniting: \$1.50 per hour above journeyman rate.

"Hot" work: \$2.50 above journeyman rate.

BROH0044-002 06/01/2009

	Rates	Fringes
Bricklayer, Stonemason COSHOCOTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 25.25	10.20

BROH0045-002 06/01/2009

FAYETTE, JACKSON, PIKE, ROSS & VINTON

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 27.72	10.61

BROH0046-002 06/01/2009

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry &
Bloom Townships) & WYANDOT (Tymochtee, Crawford, Ridge &
Richland Townships), & the islands of Lake Erie north of
Sandusky.

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 26.64	14.24

Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack;
Sandblasting and laying of carbon masonry material in swing
stage and/or scaffold; Ramming and spading of plastics and
gunniting: \$1.50 per hour above journeyman rate.

"Hot" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2009

ATHENS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 25.85	11.02

BROH0052-003 06/01/2009		

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) & WASHINGTON

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 25.67	11.02

BROH0055-003 06/01/2009		

DELAWARE, FRANKLIN, MADISON, PICKAWAY & UNION

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 26.50	11.95

CARP0003-004 05/01/2009		

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 24.12	12.15

CARP0069-003 05/01/2009		

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
CARPENTER.....	\$ 24.29	10.72

CARP0069-006 05/01/2009		

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 22.95	10.10

CARP0171-002 05/01/2009		

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 24.12	12.39

CARP0200-002 05/01/2009		

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON, and WASHINGTON COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 26.27	10.40

Diver.....\$ 39.41 10.40

CARP0248-005 07/01/2008

LUCAS & WOOD

Rates Fringes

CARPENTER.....\$ 27.27 14.58

CARP0248-008 07/01/2008

Rates Fringes

CARPENTER

DEFIANCE, FULTON, HANCOCK,

HENRY, PAULDING & WILLIAMS

COUNTIES.....\$ 23.71 13.28

CARP0254-002 05/01/2009

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

Rates Fringes

CARPENTER.....\$ 29.96 11.41

CARP0372-002 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

Rates Fringes

CARPENTER.....\$ 23.18 13.28

CARP0639-003 05/01/2009

MEDINA, PORTAGE & SUMMIT

Rates Fringes

CARPENTER.....\$ 27.92 11.69

CARP0735-002 05/01/2009

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

Rates Fringes

CARPENTER.....\$ 23.58 10.34

CARP1311-001 05/01/2009

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE,
GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY &
WARREN

Rates Fringes

Carpenter & Piledrivermen.....\$ 27.05 9.69

Diver.....\$ 40.58 9.69

CARP1393-002 07/01/2008

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,

PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 27.30	16.05

DIVERS - \$250.00 per day

CARP1393-003 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 25.15	15.92

DIVERS - \$250.00 per day

CARP1871-006 05/01/2009

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 44.19	12.14
Piledrivermen; Diver, Dry.....	\$ 29.46	12.14

CARP1871-008 05/01/2009ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE,
LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet.....	\$ 42.69	12.91
Piledrivermen; Diver, Dry.....	\$ 28.46	12.91

CARP1871-014 05/01/2009

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 35.64	11.73
Piledrivermen; Diver, Dry.....	\$ 23.76	11.73

CARP1871-015 05/01/2009

COSHOCOTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 34.29	10.88
Piledrivermen; Diver, Dry.....	\$ 22.86	10.88

CARP1871-017 05/01/2009

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 37.31	12.38
Piledrivermen; Diver, Dry.....	\$ 24.87	12.38

CARP2235-012 01/01/2010

COLUMBIANA & JEFFERSON

	Rates	Fringes
FILEDRIVERMAN.....	\$ 29.95	12.25

CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 23.71	13.28

ELEC0008-002 04/27/2009

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 35.70	17.06
ELECTRICIAN.....	\$ 34.00	16.98

ELEC0032-003 06/01/2009

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &
WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,
Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 28.05	11.94

ELEC0032-004 06/01/1998

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson,
Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 20.27	4.12+a
Groundman Truck Driver.....	\$ 14.43	3.63+a
Lineman.....	\$ 22.52	4.31+a

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of
the workday prior to Christmas or New Year's Day

ELEC0038-002 04/27/2009

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN		
Excluding Sound & Communications Work.....	\$ 34.53	16.76

ELEC0038-008 05/01/2006

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
LORAIN (Columbia Township)

	Rates	Fringes
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Sound & Communication
Technician

Communications Technician...	\$ 21.20	8.12+a+b
Installer Technician.....	\$ 20.45	8.04+a+b

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;
Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid
vacation for 2 or more years' service

ELEC0064-003 12/01/2009

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)
MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield,
Ellsworth, Coitsville, Goshen, Green, Jackson, Poland,
Springfield & Youngstown Townships), & TRUMBULL (Hubbard &
Liberty Townships)

	Rates	Fringes
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ELECTRICIAN.....	\$ 29.68	12.26
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ELEC0071-001 12/29/2008

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE,
FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING,
JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston
Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN,
MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver,
Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal
Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay,
Jefferson, Oxford, Perry, Salem, Rush, Washington & York
Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison,
Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
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Line Construction

Equipment Operators.....	\$ 27.45	10.51
Groundmen.....	\$ 19.83	8.92
Linemen & Cable Splicers....	\$ 30.50	11.15

ELEC0071-004 12/29/2008

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI,
MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
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Line Construction

Equipment Operator.....	\$ 27.45	10.51
Groundman.....	\$ 19.83	8.92
Lineman & Cable Splicers....	\$ 30.50	11.15

ELEC0071-005 12/28/2009

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 28.39	11.49
Municipal Power/Transit Projects.....	\$ 33.33	12.67
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 22.09	10.00
Municipal Power/Transit Projects.....	\$ 25.92	10.91
LINE CONSTRUCTION: Linemen/Cable Splicer		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 31.55	12.24
Municipal Power/Transit Projects.....	\$ 37.03	13.54

ELEC0071-008 12/29/2008

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 27.45	10.51
Groundman.....	\$ 19.83	8.92
Lineman & Cable Splicers....	\$ 30.50	11.15

ELEC0071-010 12/29/2008BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE,
STARK, SUMMIT, and WAYNE COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 27.45	10.51
Groundman.....	\$ 19.83	8.92
Lineman & Cable Splicers....	\$ 30.50	11.15

ELEC0071-013 12/29/2008

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 27.45	10.51
Groundman.....	\$ 19.83	8.92
Lineman & Cable Splicers....	\$ 30.50	11.15

ELEC0082-002 06/01/2009CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
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ELECTRICIAN.....\$ 28.45 12.98

ELEC0082-006 05/24/2004

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
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Sound & Communication
Technician

Cable Puller.....	\$ 9.14	4.91
Installer/Technician.....	\$ 18.28	6.32

* ELEC0129-003 03/01/2010

LORAIN (Except Columbia Township) & MEDINA (Litchfield &
Liverpool Townships)

	Rates	Fringes
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ELECTRICIAN.....	\$ 31.00	13.80
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* ELEC0129-004 03/01/2010

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman,
Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich,
Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
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ELECTRICIAN.....	\$ 31.00	13.80
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ELEC0141-003 09/01/2009

BELMONT COUNTY

	Rates	Fringes
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CABLE SPLICER.....	\$ 28.61	19.75
ELECTRICIAN.....	\$ 28.36	19.75

ELEC0212-003 01/01/2006

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
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Sound & Communication Technician.....	\$ 20.45	6.95
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* ELEC0212-005 11/30/2009

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
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ELECTRICIAN.....	\$ 26.11	13.72
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* ELEC0245-003 08/30/2009

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA,

PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 35.85	20.25%+4.80+a
Groundman/Truck Driver.....	\$ 14.50	20.25%+4.80+a
Heli-arc Welding.....	\$ 31.47	20.25%+4.80+a
Lineman.....	\$ 33.15	20.25%+4.80+a
Operator - Class 1.....	\$ 26.52	20.25%+4.80+a
Operator - Class 2.....	\$ 23.21	20.25%+4.80+a
Traffic Signal & Lighting Technician.....	\$ 29.84	20.25%+4.80+a

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0246-006 11/01/2009

CARROLL (South of Fox, Harrison, Rose & Washington Townships), COLUMBIANA (South of Butler, Fairfield, Knox, Salem & Unity Townships), HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.00	22.77+a

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/25/2009

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 34.98	5%+11.76
ELECTRICIAN.....	\$ 32.39	5%+11.76

ELEC0317-002 06/01/2009

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 31.12	18.08

ELEC0317-008 06/01/1998

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton, Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS, PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton &

Wilkesville Townships)

	Rates	Fringes
Line Construction		
Cable Splicers.....	\$ 23.66	8.48
Equipment Operators.....	\$ 17.14	8.25
Groundmen.....	\$ 13.92	8.14
Linemen.....	\$ 21.42	8.40

ELEC0540-003 06/05/1997		

TUSCARAWAS COUNTY (North of Auburn, Clay, Rush & York Townships)

	Rates	Fringes
Line Construction		
Groundman; & Truck Driver...	\$ 14.65	8.18
Line Equipment Operator....	\$ 19.02	8.69
Lineman; & Cable Splicer....	\$ 21.86	9.01

* ELEC0540-005 12/28/2009		

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 27.44	17.27

ELEC0573-003 12/01/2009		

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 29.15	14.20

ELEC0575-001 12/01/2009		

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 30.79	11.88

* ELEC0648-001 09/04/2006		

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan,
Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 25.30	8.80
ELECTRICIAN.....	\$ 24.80	8.80

* ELEC0673-004 06/01/2009		

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne &
Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden,
Huntsburg, Montville, Munson, Newbury & Thompson Townships),
and LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 31.45	15.14
ELECTRICIAN.....	\$ 31.20	15.14

ELEC0683-002 06/01/2009		

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON,
PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison,
Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and
UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 28.60	12.93
ELECTRICIAN.....	\$ 28.00	12.91

ELEC0688-003 12/02/2009		

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley &
Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard,
Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown &
Jefferson Townships), MARION, MORROW, RICHLAND & WYANDOT
(Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 26.32	14.07

ELEC0867-001 06/01/1998		

ERIE

	Rates	Fringes
Line Construction		
Lineman; Cable Splicer; & Equipment Operator.....	\$ 20.75	4.09
Truck Driver (Winch)		
Groundman; & Groundman.....	\$ 13.49	3.87

ELEC0972-002 06/01/2009		

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox,
Madison, Vinton & Wilkesville Townships), and WASHINGTON
COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 29.54	18.80
ELECTRICIAN.....	\$ 29.29	18.79

ELEC1105-001 01/03/2010		

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.59	12.97

ENGI0018-003 10/01/2009		

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 30.48	11.66
GROUP 2.....	\$ 30.38	11.66
GROUP 3.....	\$ 29.34	11.66
GROUP 4.....	\$ 28.12	11.66
GROUP 5.....	\$ 22.83	11.66
GROUP 6.....	\$ 30.73	11.66
GROUP 7.....	\$ 30.98	11.66

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Horizontal Directional Drill (over 500,000 ft. lbs. thrust); Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; & Wheel Excavator

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer

Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); & Vermeer type Concrete Saw

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tamper (without lifting & aligning device); Utility Operator (Small equipment); & Welding Machines

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway) except Masonry); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift (highway); Form Trencher; Hydro Hammer; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); & Vibratory Compactor with Integral Power

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Masonry Fork Lift; Oil Heater (asphalt plant); Oiler; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; & VAC/ALLS

GROUP 6 - Master Mechanic & Boom from 150 to 180

GROUP 7 - Boom from 180 and over

ENGI0018-004 05/01/2009

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD & WYANDOT

Rates

Fringes

OPERATOR: Power Equipment

GROUP 1.....	\$ 29.49	11.16
GROUP 2.....	\$ 29.37	11.16
GROUP 3.....	\$ 28.33	11.16
GROUP 4.....	\$ 27.15	11.16
GROUP 5.....	\$ 21.69	11.16
GROUP 6.....	\$ 29.74	11.16
GROUP 7.....	\$ 29.99	11.16

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Horizontal Directional Drill (over 500,000 ft. lbs. thrust); Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; & Wheel Excavator

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); & Vermeer type Concrete Saw

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); & Welding Machines

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw

(Multiple); Conveyor (Highway); Crusher; Deckhand;
 Farm-type Tractor with attachments (highway) except
 Masonry); Finishing Machine; Fireperson, Floating Equipment
 (all types); Fork Lift (highway); Form Trencher; Hydro
 Hammer; Hydro Seeder; Pavement Breaker; Plant Mixer; Post
 Driver; Post Hole Digger (Power Auger); Power Brush Burner;
 Power Form Handling Equipment; Road Widening Trencher;
 Roller (Brick, Grade & Macadam); Self-Propelled Power
 Spreader; Self-Propelled Power Subgrader; Steam Fireperson;
 Tractor (Pulling Sheepfoot, Roller or Grader); & Vibratory
 Compactor with Integral Power

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum
 Fireperson (Asphalt); Generator; Masonry Fork Lift;
 Inboard-Outboard Motor Boat Launch; Masonry Fork Lift; Oil
 Heater (asphalt plant); Oiler; Power Driven Heater; Power
 Sweeper & Scrubber; Pump (under 4" discharge);
 Signalperson; Tire Repairperson; & VAC/ALLS

GROUP 6 - Master Mechanic & Boom from 150 to 180

GROUP 7 - Boom from 180 and over

 ENGI0066-023 06/01/2009

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
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OPERATOR: Power Equipment

ASBESTOS; HAZARDOUS/TOXIC
 WASTE PROJECTS

GROUP 1 - A & B.....	\$ 34.67	14.36
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		

GROUP 2 - A & B.....	\$ 34.34	14.36
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		

GROUP 3 - A & B.....	\$ 31.22	14.36
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		

GROUP 4 - A & B.....	\$ 27.61	14.36
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		

GROUP 5 - A & B.....	\$ 24.30	14.36
HAZARDOUS/TOXIC WASTE PROJECTS		

GROUP 1 - C & D.....	\$ 31.78	14.36
HAZARDOUS/TOXIC WASTE PROJECTS		

GROUP 2 - C & D.....	\$ 31.48	14.36
HAZARDOUS/TOXIC WASTE PROJECTS		

GROUP 3 - C & D.....	\$ 28.62	14.36
HAZARDOUS/TOXIC WASTE PROJECTS		

GROUP 4 - C & D.....	\$ 25.31	14.36
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HAZARDOUS/TOXIC WASTE
PROJECTS

GROUP 5 - C & D.....	\$ 22.28	14.36
ALL OTHER WORK		
GROUP 1.....	\$ 28.89	14.36
ALL OTHER WORK		
GROUP 2.....	\$ 28.62	14.36
ALL OTHER WORK		
GROUP 3.....	\$ 26.02	14.36
ALL OTHER WORK		
GROUP 4.....	\$ 23.01	14.36
ALL OTHER WORK		
GROUP 5.....	\$ 20.25	14.36

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork

Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Fork lift & Lulls; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 08/01/2009

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield) & SUMMIT (North of Old Rte. #224, including city limits of Barberton)

	Rates	Fringes
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IRONWORKER

Ornamental; Reinforcing & Structural.....	\$ 28.35	17.83
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IRON0044-002 06/01/2009

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
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IRONWORKER

Fence Erector.....	\$ 23.55	16.72
Ornamental; Structural.....	\$ 26.17	16.72

IRON0055-003 07/01/2009

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through

Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 19.10	16.97
Flat Road Mesh.....	\$ 20.75	18.00
Tunnels & Caissons Under		
Pressure.....	\$ 28.50	18.00
All Other Work.....	\$ 28.00	18.00

IRON0147-002 06/01/2009		

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT & WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border)

	Rates	Fringes
IRONWORKER.....	\$ 24.07	16.82

IRON0172-002 06/01/2009		

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON & WYANDOT (South of Rte. #30)

	Rates	Fringes
IRONWORKER.....	\$ 26.52	16.05

IRON0207-004 06/01/2009		

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
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IRONWORKER

Layout; Sheeter.....	\$ 27.66	16.83
Ornamental; Reinforcing;		
Structural.....	\$ 26.66	16.83

IRON0290-002 06/01/2009

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line)

	Rates	Fringes
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IRONWORKER

Beyond 25 mile radius of		
L.U. #290 Office, Dayton....	\$ 25.63	17.05
Within 25 mile radius of		
L.U. #290 Office, Dayton....	\$ 25.48	17.05

IRON0348-005 08/01/2003

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

	Rates	Fringes
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IRONWORKER

Structural, excluding		
metal building erection &		
Reinforcing.....	\$ 22.17	13.35

IRON0372-002 06/01/2009

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
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IRONWORKER, REINFORCING

Beyond 30-mile radius of		
Hamilton County Courthouse..	\$ 26.45	16.70
Up to & including 30-mile		
radius of Hamilton County		
Courthouse.....	\$ 26.20	16.70

IRON0549-003 12/01/2009

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM
(Excluding portion west of a line starting at Adams Mill going
to Adamsville and going from Adamsville through Blue Rock to
the south border)

	Rates	Fringes
IRONWORKER.....	\$ 29.75	15.69

IRON0550-004 05/01/2009

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to
Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line
going through Walhonding & Tunnel Hill to the South Co. line),
HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte.
#224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte.
#224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding
city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 24.63	16.32

IRON0769-004 06/01/2009

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE
& SCIOTO

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 28.38	17.37
ZONE 2.....	\$ 28.78	17.37
ZONE 3.....	\$ 30.38	17.37

ZONE 1 - Up to 10 mile radius of Union Hall, Ashland, Ky.,
1643 Greenup Ave.

ZONE 2 - 10 to 50 mile radius of Union Hall, Ashland, Ky.,
1643 Greenup Ave.

ZONE 3 - 50 mile radius & over of Union Hall, Ashland, Ky.,
1643 Greenup Ave.

IRON0787-003 12/01/2009

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 30.07	16.65

LABO0265-008 05/01/2009

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING,		

MEDINA, OTTAWA, PORTAGE,
SANDUSKY, STARK, SUMMIT,
TRUMBULL & WOOD COUNTIES

GROUP 1.....\$ 25.70	7.50
GROUP 2.....\$ 25.87	7.50
GROUP 3.....\$ 26.20	7.50
GROUP 4.....\$ 26.65	7.50

CUYAHOGA AND GEAUGA

COUNTIES ONLY: SEWAGE

PLANTS, WASTE PLANTS,

WATER TREATMENT

FACILITIES, PUMPING

STATIONS, & ETHANOL PLANTS

CONSTRUCTION.....\$ 28.31	7.50
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CUYAHOGA, GEAUGA & LAKE

COUNTIES

GROUP 1.....\$ 26.93	7.50
GROUP 2.....\$ 27.10	7.50
GROUP 3.....\$ 27.43	7.50
GROUP 4.....\$ 27.88	7.50

REMAINING COUNTIES OF OHIO

GROUP 1.....\$ 25.27	7.50
GROUP 2.....\$ 25.44	7.50
GROUP 3.....\$ 25.77	7.50
GROUP 4.....\$ 26.22	7.50

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Highway Lighting Worker; Signalization Worker; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man (Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarnier; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID
THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

PAIN0006-002 05/01/2008

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the
East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 26.59	10.17
GROUP 2.....	\$ 26.99	10.17
GROUP 3.....	\$ 27.29	10.17
GROUP 4.....	\$ 28.29	10.17
COMMERCIAL REPAINT		
GROUP 1.....	\$ 25.09	10.17
GROUP 2.....	\$ 25.49	10.17
GROUP 3.....	\$ 25.79	10.17

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; &
RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges
& Open Structural Steel; Tanks - Water Towers; Bridge
Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2009

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono,
Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach,
Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 23.06	13.22
GROUP 2.....	\$ 23.31	13.22
GROUP 3.....	\$ 23.56	13.22
GROUP 4.....	\$ 23.66	13.22
GROUP 5.....	\$ 23.76	13.22
GROUP 6.....	\$ 23.81	13.22
GROUP 7.....	\$ 24.06	13.22
GROUP 8.....	\$ 24.36	13.22
GROUP 9.....	\$ 24.81	13.22

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 06/14/2008

BUTLER

	Rates	Fringes
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PAINTER

GROUP 1.....	\$ 20.49	6.83
GROUP 2.....	\$ 23.10	6.83
GROUP 3.....	\$ 23.60	6.83
GROUP 4.....	\$ 23.85	6.83
GROUP 5.....	\$ 24.10	6.83

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

PAIN0012-010 06/14/2008

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
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PAINTER

HEAVY & HIGHWAY BRIDGES-

GUARDRAILS-LIGHTPOLES-

STRIPING

Bridge Equipment Tender and Containment Builder....\$ 20.49	6.83
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....\$ 24.10	6.83
Brush & Roller.....\$ 23.10	6.83
Sandblasting & Hopper Tender; Water Blasting.....\$ 23.85	6.83
Spray.....\$ 23.60	6.83

PAIN0012-014 11/01/2009

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS
& UNION

	Rates	Fringes
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PAINTER

Bridges.....\$ 32.95	8.87
Brush; Roller.....\$ 23.47	8.87
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....\$ 24.17	8.87
Spray.....\$ 23.97	8.87
Stacks; Tanks; & Towers.....\$ 26.98	8.87
Structural Steel & Swing Stage.....\$ 23.77	8.87

PAIN0093-001 12/01/2008

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE & WASHINGTON

	Rates	Fringes
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PAINTER

Base Rate; Power Generating Facilities.....\$ 24.87	10.00
Bridges; Locks; Dams; High Tension Towers; Energized Substations.....\$ 27.87	10.00

PAIN0249-002 05/01/2009

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
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PAINTER

GROUP 1 - Brush & Roller....\$ 22.29	8.53
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....\$ 22.70	8.53
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....\$ 23.04	8.53
GROUP 4 - Steeplejack Work..\$ 23.24	8.53
GROUP 5 - Coal Tar.....\$ 23.79	8.53
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....\$ 25.88	8.53
GROUP 7 - Tanks, Stacks &	

Towers.....	\$ 26.28	8.53
GROUP 8 - Bridge Blaster, Rigger.....	\$ 32.25	8.53

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
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PAINTER

Bridge Equipment Tenders and Containment Builders....	\$ 27.93	7.25
Bridges; Blasters; and Riggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25

PAIN0438-002 12/01/2008

BELMONT, HARRISON & JEFFERSON

	Rates	Fringes
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PAINTER

Base Rate; Power Generating Facilities.....	\$ 24.70	10.00
Bridges; Locks; Dams; High Tension Towers; Energized Substations.....	\$ 27.70	10.00

PAIN0476-001 06/01/2009

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
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PAINTER

GROUP 1.....	\$ 23.15	9.20
GROUP 2.....	\$ 23.35	9.20
GROUP 3.....	\$ 23.36	9.20
GROUP 4.....	\$ 23.65	9.20
GROUP 5.....	\$ 23.80	9.20
GROUP 6.....	\$ 24.05	9.20
GROUP 7.....	\$ 24.23	9.20

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above
50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 08/01/2009

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
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PAINTER

GROUP 1.....	\$ 24.91	12.27
GROUP 2.....	\$ 26.07	12.27
GROUP 3.....	\$ 27.21	12.27
GROUP 4.....	\$ 29.45	12.27

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

PAIN0603-002 06/01/2009

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
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PAINTER

Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 20.94	9.37
Brush & Roller.....	\$ 20.23	9.37
Spray; Tank Interior & Exterior.....	\$ 20.76	9.37

* PAIN0639-001 05/01/2009

	Rates	Fringes
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Sign Painter & Erector.....	\$ 19.87	3.00+a+b+c
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FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day

b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation

c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0788-002 06/01/2008

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice,

Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
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PAINTER

Brush & Roller.....	\$ 21.80	8.71
Structural Steel.....	\$ 23.40	8.71

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
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PAINTER

Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams & Tension Towers.....	\$ 27.83	10.00

PAIN0841-001 12/01/2009

MEDINA, PORTAGE (South of and including Ohio Turnpike), and SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
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Painters:

GROUP 1.....	\$ 23.55	9.78
GROUP 2.....	\$ 24.20	9.78
GROUP 3.....	\$ 24.30	9.78
GROUP 4.....	\$ 24.40	9.78
GROUP 5.....	\$ 24.80	9.78
GROUP 6.....	\$ 38.20	9.78
GROUP 7.....	\$ 24.80	9.78

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from Scaffolds, Bridge Work and/or Open Structural Steel, Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or Galvanized, Bridges, Tunnels & Related Support Items (concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper, Drywall Finisher and Follow-up Man Using Automatic Tools

PAIN1020-002 07/01/2009

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT & WILLIAMS

	Rates	Fringes
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PAINTER

Brush & Roller.....	\$ 23.15	9.30
Drywall Finishing & Taping..	\$ 22.05	9.30
Lead Abatement.....	\$ 24.90	9.30
Spray, Sandblasting, Pressure Cleaning & Refinery.....	\$ 23.90	9.30
Swing Stage, Chair, Spiders & Cherry Pickers....	\$ 23.90	9.30
Wallcoverings.....	\$ 21.05	9.30

All surfaces 40 ft. or over where material is applied to or labor performed on, above ground level (exterior), floor level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

PLUM0042-002 07/01/2009

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT

	Rates	Fringes
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Plumber, Pipefitter, Steamfitter.....	\$ 28.00	15.49
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PLUM0050-002 06/29/2009

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
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Plumber, Pipefitter, Steamfitter.....	\$ 33.45	19.59
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PLUM0055-003 05/01/2009

ASHTABULA, CUYAHOGA, GEauga, LAKE, MEDINA (N. of Rte. #18 & Smith Road) & SUMMIT (N. of Rte. #303, including the corporate limits of the city of Hudson)

	Rates	Fringes
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PLUMBER.....\$ 31.95 17.775

PLUM0083-001 07/01/2009

BELMONT & MONROE (North of Rte. #78)

Rates Fringes

Plumber and Steamfitter.....\$ 30.51 16.28

PLUM0094-002 05/01/2009

CARROLL (N. half), STARK & WAYNE

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 29.00 14.52

PLUM0120-002 05/01/2009

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of #303)

Rates Fringes

PIPEFITTER.....\$ 32.92 16.35

PLUM0162-002 06/01/2009

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 28.00 16.92

PLUM0168-002 06/01/2009

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78) & WASHINGTON

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 30.73 16.07

PLUM0189-002 06/01/2009

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON, MARION, PERRY, PICKAWAY, ROSS & UNION

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 30.73 16.61

PLUM0219-002 06/01/2009

MEDINA (Rte. #18 from eastern edge of Medina Co., west to eastern corporate limits of the city of Medina, & on the county

road from the west corporate limits of Medina running due west to and through community of Risley to the western edge of Medina County - All territory south of this line), PORTAGE, and SUMMIT (S. of Rte. #303) COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 31.11	18.11

PLUM0392-002 06/01/2008		

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 28.39	14.30

PLUM0396-001 06/01/2009		

COLUMBIANA (Excluding Washington & Yellow Creek Townships & Liverpool Twp. - Secs. 35 & 36 - West of County Road #427), MAHONING & TRUMBULL

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 27.16	14.81

* PLUM0495-002 06/01/2009		

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 34.79	15.23

PLUM0577-002 06/01/2008		

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 25.70	16.22

PLUM0776-002 08/01/2009		

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, and VAN WERT COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 26.98	18.36

 TEAM0377-003 05/01/2009

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 22.08	11.51
GROUP 2.....	\$ 22.50	11.51

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service;
 4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer;
 Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When
 Operated From Cab; 5 Axles & Over; Belly Dump; End Dump;
 Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck
 Mechanic

 TEAM0436-002 05/01/2009

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 25.60	10.35
GROUP 2.....	\$ 26.10	10.35

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank,
 Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers,
 Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double
 Hook-Up Tractor Trailers including Team Track & Railroad
 Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor &
 Tandem Trailer, Tag Along Trailer, Expandable Trailer or
 Towing Requiring Road Permits, Ready-Mix (Agitator or
 Non-Agitator), Bulk Concrete Driver, Dry Batch Truck,
 Articulated End Dump

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses
 (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
 listed under the identifier do not reflect collectively
 bargained wage and fringe benefit rates. Other designations
 indicate unions whose rates have been determined to be
 prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

APPENDIX

B

Minority Contract Provisions

[Not Applicable to this Contract]

APPENDIX

C

Bidder and Contractor Employment Practices Report

[Not Applicable to this Contract]

This project is governed by the EEO requirements as described in Appendix G, ODOT Requirements.

APPENDIX

D

OPWC EEO Compliance

[Not Applicable to this Contract]

APPENDIX E Project Utility Note

While this note has been provided by the City to assist the contractor with utility coordination, it is the sole responsibility of the contractor to coordinate and insure the relocation of modifications to all utilities. The City and State are not responsible for any cost associated with the non-timely relocation or delays caused by utility work or the cost of the relocation work itself.

Project Utility Note: There may be subsurface and aerial utility conflicts with this project. The Contractor will coordinate with the utility to mitigate the conflict. There are no known utility relocations needed. The contractor shall maintain all utility work around any existing lines and take the necessary actions to secure and protect utility facilities during the construction of this project.

Electric Utilities –All precautions must be utilized to avoid contact with the overhead lines. Contractor is responsible to secure the lines during construction if needed.

Telephone Utilities – No known issues. Contractor is responsible to secure the lines during construction if needed.

Cable Utilities – No known issues. Contractor is responsible to secure the lines during construction if needed.

Natural Gas Utilities – No known issues. Contractor is responsible to secure the lines during construction if needed.

Public Utilities

Canton City Storm Sewer- Relocate as specified in the plans.

Canton City Sanitary Sewer- Relocate as specified in the plans.

Stark County Sanitary Sewer- No known issues. Contractor is responsible to secure the lines during construction if needed.

See plans for additional details.

APPENDIX

F

Cost Proposal

P R O P O S A L

Canton, Ohio, _____ 20 ____

To the Service Director of the City of Canton:

The undersigned, having carefully examined the site of the proposed work, the plans, profiles and standard drawings and specifications therefor, herewith propose to furnish all the labor and materials required for Cleveland Avenue NW Paving Project, G.P. 1109 including any and all work and materials that may be necessary to connect the work to be done with the adjoining work, in a proper and workmanlike manner, and in accordance with drawings on file in the office of the City Civil Engineer, and upon the terms and conditions of the within specifications and under the direction of and to the satisfaction of the City Engineer and the Service Director of said City.

The bidder herein agrees that the Service Director has the right to reject any or all bids and that the bidder shall not dispute the correctness of the quantities used in computing the lowest and best bid.

The bidder hereby certifies that the undersigned _____ the only person interested in the bid and the bidder herewith certifies that no officer or employee of the City of Canton is in any manner interested therein. The bidder agrees that should all or either of said bids be accepted, to enter into the prescribed contract within ten (10) days from and after the date of service of notice of such acceptance, for the faithful performance of the labor and furnishing of the materials in such bid or bids so accepted, and to fully complete the said work within 120 calendar days.

The bidder herewith encloses a bond or certified check _____ in the sum of _____ dollars made payable to the Service Director of the City of Canton and the Ohio Department of Transportation as guaranty that if awarded the contract for the work included in this proposal,

_____ will enter into contract therefor, with sureties satisfactory to the Service Director, within the prescribed time of ten (10) days from the date of service of notice of award, otherwise such bond or check shall become the property of said City, as liquidated damages of the failure on the Bidder's part to so contract within specified time.

ADDRESS

RESPECTFULLY SUBMITTED

Bidder

CLEVELAND AVE. PAVING PROJECT, G.P. 1109

Ref. Num.	Item Num.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	202	Walk Removed	6,800	S.F.		
2	202	Curb Removed	1,550	Ft.		
3	203	Excavation	157	C.Y.		
4	608	Truncated Domes	6,300	S.F.		
5	608	5" Concrete Walk	105	Each		
6	609	Curb Misc. Canton City Standard	500	S.F.		
7	251	Partial Depth Pavement Repair	500	Ft.		
8	251	Partial Depth Pavement Repair	5,179	S.Y.		
9	252	Full Depth Pavement Sawing	4,238	Ft.		
10	253	Pavement Repair	942	S.Y.		
11	254	Pavement Planing, Asphalt Concrete, As Per Plan	92,477	S.Y.		

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CLEVELAND AVE. PAVING PROJECT, G.P. 1109

Bid Tab

Ref. Num.	Item Num.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
12	304	Aggregate Base	157	C.Y.		
13	407	Tack Coat, 702.13	13,872	Gal.		
14	407	Tack Coat for Intermediate Course	3,699	Gal.		
16	448	Asphalt Concrete for Intermediate Course, Type I, PG64-22	1,927	C.Y.		
17	202	Manhole Removed, As Per Plan	1	Each		
18	603	8" Conduit, Type B, As Per Plan	50	Ft.		
19	603	78" Conduit, Type B, As Per Plan	60	Ft.		
20	604	Manhole, No. 3, As Per Plan	1	Each		
21	604	Catch Basin Adjusted to Grade	30	Each		
22	604	Catch Basin Reconstructed to Grade	90	Each		

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CLEVELAND AVE. PAVING PROJECT, G.P. 1109

Bid Tab

Ref. Num.	Item Num.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
23						
24	604	Manhole Adjusted to Grade	140	Each		
25	604	Manhole Reconstructed to Grade	20	Each		
26	604	Special - Miscellaneous Metal	2,000	Lbs.		
27	642	Lane Line, Type 1	30	Each		
28	642	Center Line, Type 1	6	Mile		
29	644	Channelizing Line	4	Mile		
30	644	Stop Line	2,048	Ft.		
31	644	Crosswalk Line	739	Ft.		
32	644	Transverse/Diagonal Line	3,229	Ft.		
33	644	Island Marking	621	Ft.		
34	644		217	S.F.		

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CLEVELAND AVE. PAVING PROJECT, G.P. 1109

Bid Tab

Ref. Num.	Item Num.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
34	644	Lane Arrow	60	Each		
35	644	Dotted Line, 6"	73	Ft.		
36	614	Law Enforcement Officer with Patrol Car	450	Hour		
37	614	Law Enforcement Officer with Sign	1	Lump		
38	614	Work Zone Marking Sign (All Phases)	16	Each		
39	614	Asphalt Concrete for Maintaining Traffic	15	C.Y.		
40	614	Portable Changeable Message Sign	2	Sign Mon.		
41	614	Work Zone Lane Line, Class II	19	MIle		
42	614	Work Zone Center Line, Class II	10	MIle		
43	614	Work Zone Channelizing Line, Class I	6,144	Ft.		
44	614	Work Zone Stop Line, Class I	2,217	Ft.		

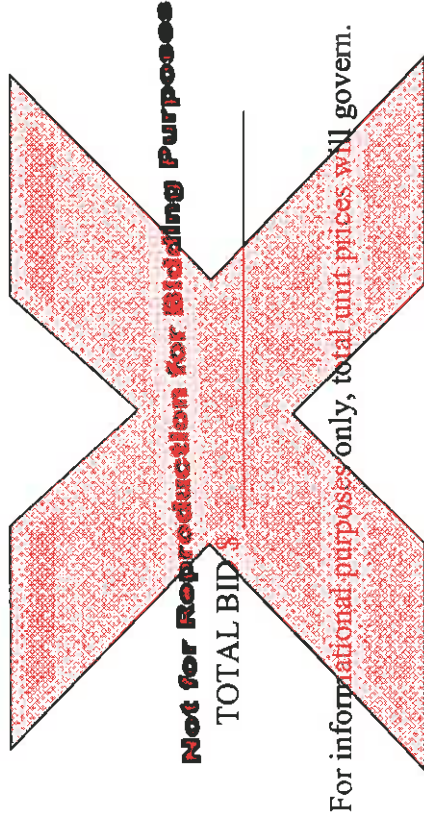
Not for Reproduction for Bidding Purposes

CLEVELAND AVE. PAVING PROJECT, G.P. 1109

Bid Tab

Ref. Num.	Item Num.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
45	614	Maintaining Traffic	1	Lump		
46	619	Field Office, Type B	8	Month		
48	624	Mobilization	1	Lump		
49	614	Project Sign, ARXA	2	EACH		

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In order to be considered as a responsive bidder, bidders must obtain plans, specifications, and proposal blanks from the office of the Engineering Department at 2436 30th St. N.E., for the sum of \$60.00 payment. No refunds will be made for plans returned.

APPENDIX

G

Ohio Department of Transportation (ODOT) & Federal Requirements

- Required Contract Provisions
- Local Public Agency (LPA) Agreement

The contractor and this contract are subject and required to comply with all requirements of ODOT as they pertain to this project. All ODOT and Canton Standard Construction Drawings and Supplemental Specifications as identified in the Project Plans are incorporated into the contract documents by reference.

The contractor will receive direct payment for this project from both ODOT and OPWC and must comply with all state requirements needed to facilitate this process.

NOTE: The Contractor must circle a response under paragraph 2 on following page (Federally Required EEO Certification)

By signing the specified contract proposal, of which the ODOT 2008 ARRA LPA Template (ODOT Spec Book and LPA Spec Book) has been incorporated, the bidder agrees to all of the below provisions.

**ODOT's 2008 ARRA LPA Template (ODOT Spec Book and LPA Spec Book)
Required Contract Provisions.**

ARRA FUNDED PROJECT

Funding for this contract has been provided through the American Recovery and Reinvestment Act of 2009 (ARRA), and is subject to the reporting and operational requirements of ARRA. Each contractor, including both prime and subcontractors, are subject to audit by appropriate federal or state entities. Failure to comply with the terms herein may result in the withholding of progress estimates by the Department, and/or cancellation, termination or suspension of the contract, in whole or in part.

1. ODOT'S 2008 CONSTRUCTION AND MATERIAL SPECIFICATIONS (CM&S) AND ITS SUPPLEMENTS

With the exception of Section 100 "General Provisions" included in the matrix below, ODOT's 2008 Construction and Material Specifications (CM&S) and its supplements are hereby incorporated by reference, in their entirety, as if rewritten herein. The incorporation of this document by reference is not intended to interfere with the order of precedence set forth in Section 105.04 of the CMS Manual.

In accordance with the Locally Administrated Transportation Projects Manual of Procedures (LATPM), when bidding this project, the Contractor should replace the terms "the Department", "the Engineer" and "the DCE" with the term "the Local Public Agency (LPA)." Furthermore, nothing in this document is intended to alter the LPA's adherence to Ohio Revised Code, local ordinance or other applicable requirements which are properly established.

Excluded 2008 Specifications			
Section 102.01	Section 103.02	Section 107.13	Section 109.09
Section 102.03	Section 103.04	Section 108.01	Section 109.10
Section 102.06	Section 103.05	Section 108.02(A)	Section 109.12(A)
Section 102.09	Section 103.06	Section 108.02(B)(1)	Section 109.12(B)
Section 102.10	Section 103.07	Section 108.06(C)	Section 109.12(D)
Section 102.11	Section 104.02(A)	Section 108.08	Section 109.12(E)
Section 102.13	Section 105.05	Section 108.09	
Section 102.14	Section 105.13	Section 108.11	
Section 103.01	Section 107.04	Section 109.06	

2. **FEDERALLY REQUIRED EEO CERTIFICATION**

The bidder hereby certifies that he **has**, **has not**, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he **has**, **has not**, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. **The Bidder must circle the appropriate "has or has not" above.**

3. **CERTIFICATION AGAINST DEBARMENT AND SUSPENSION**

The bidder hereby certifies by signing this proposal that, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds has **not** been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; that the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds does **not** have a proposed debarment pending; that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator has **not** been indicted, convicted, or had a civil judgment rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are exceptions to any of the above clauses please include a statement with the bid package detailing these exceptions.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.

4. **PREQUALIFICATION**

Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bid, at the time of award, and through the life of the construction contract.** For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. The "prime" contractor must perform

no less than 30 percent of the total original contract price.

5. PN033 - 10/15/2004 - AS PER PLAN DESIGNATION

(Not required by FHWA, but strongly suggested if As Per Plan is used by the LPA)

For the last several years the "As Per Plan" designation has been added to some item descriptions in the proposal to assist the Contractors to easily identify standard items that have been altered by plan notes.

The "As Per Plan" designation has proven to be a very useful tool for the Contractors. However, its use was never intended to relieve the Contractors of their responsibility to read, bid and construct all items in accordance with all governing plan notes. Therefore, the absence of an "As Per Plan" designation on some item descriptions in the proposal for which there are clear and controlling plan notes does not relieve the Contractors of the responsibility to read, bid and construct those particular items in accordance with the governing plan notes.

Be advised that the item descriptions in the bidding proposal must be read or interpreted with the governing plan notes and the Construction and Material Specification Manual. A claim based upon an "order of precedence" basis will be denied. In the event that a conflict, either real or perceived, exists between the item description and the governing plan note, the Contractors are to request clarification through the pre-bid process.

6. PN 017 - 10/15/2004 - FEDERALLY REQUIRED EEO CERTIFICATION CLAUSE

The Federally Required EEO Certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontractors which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

7. PN 026 - 10/15/2004 - CERTIFICATION OF NONSEGREGATED FACILITIES

(a) Certification of Nonsegregated Facilities, as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities (for a Federal-aid highway construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause).

(b) Bidders are cautioned as follows: By signing this bid, the bidder has agreed to the provisions of the "Certification of Nonsegregated Facilities" in this proposal. This certification provides that the bidder does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the bidder will not maintain such segregated facilities.

(c) Bidders receiving Federal-aid highway construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, will be required to provide for the forwarding of the following notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

"Notice to Prospective Subcontractors and Material Suppliers of Requirement for Certification of Nonsegregated Facilities" -

- (a) A Certification of Nonsegregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, which is included in the proposal, or attached hereto, must be submitted by each subcontractor and material supplier prior to the award of the subcontract or consummation of a material supply agreement if such subcontract or agreement exceeds \$10,000 and is not exempt from the provisions of the Equal Opportunity clause.
- (b) Subcontractors and material suppliers are cautioned as follows: By signing the subcontract or entering into a material supply agreement, the subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in the subcontract or material supply agreement. This certification provides that the subcontractor or material supplier does not maintain or provide for his employees facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the subcontractor or material supplier will not maintain such segregated facilities.
- (c) Subcontractors or material suppliers receiving subcontract awards or material supply agreements exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

8. PN 035 - 10/15/2004 - SPECIAL PROVISIONS OF FEDERAL-AID HIGHWAY PROGRAM OF MANUAL 6-4-1-2 SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. GENERAL

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form PR- 1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor will work with the LPA, ODOT and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal Employment Opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection I of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race,

color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship, pre-apprenticeship, and/or on-the-job training.

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICE

The contractor will designate and make known to the LPA contracting officer(s) an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable to effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. DISSEMINATION OF POLICY

a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
- (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will the following actions:

- (1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- (2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. RECRUITMENT

- a. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Employment Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women or obligates the contractor to do the same, such implementation violates Executive Order 1 1246, as amended.)

- c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. PERSONNEL ACTIONS

Wages, working conditions and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than

the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

7. TRAINING AND PROMOTION

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the "Training Special Provisions" are included in this bid proposal, this subparagraph will be superseded as indicated in said provisions.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. UNIONS

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to ODOT and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive

referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify ODOT.

9. SUBCONTRACTING

- a. The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from the LPA's personnel.
- b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. RECORDS AND REPORTS

- a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:
 - (1) the number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);
 - (3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and;
 - (4) the progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the LPA, ODOT and the Federal Highway Administration.
- c. The contractors will submit to the LPA and ODOT a monthly report for the first three months after construction begins and every month of July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 139 1. If on-the-job training is being required by "Training Special Provisions," the contractor will be required to furnish Form FHWA 1409.

9. PN 003 - 10/15/2004 - TITLE VI RELATED STATUTES NON-DISCRIMINATION STATEMENT

The LPA, under Title VI of the Civil Rights Act and related statutes, ensures that no person in the LPA, shall on the grounds of race, color, national origin, sex, disability or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

10. **PN 020 – 10/17/2008 - NOTICE OF REQUIREMENT OF AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

The Bidder's attention is called to the affirmative action obligations required by the specifications set forth in 23 CFR Part 230, 41 CFR Part 60, Executive Order 11246, Section 503, and the affirmative action provisions of Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) of 1974.

Utilization goals applicable to the project, expressed in percentages, for minority and female participation for each construction craft can be found on ODOT's website at

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/default.aspx>

These goals are based on 2000 census data and represent the area, per craft, minority and female availability pool.

Minority and female utilization obligations by craft per county (applicable to project):

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/CountyAvailability-BvTrade.pdf>

Statewide utilization obligations by craft (applicable to the Contractor's statewide workforce):

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/StatewideAverages-BvTrade.pdf>

Effective 1/1/08 a new hire is an Individual who has a break in service (not on an employer's payroll) for a period of 60 days or longer and the person affected is not a salaried employee, but belongs to a union craft. If this person is rehired the following spring (construction industry), that person is to be considered a new hire even though the individual may have worked for the contractor the previous construction season or prior years. Individuals compensated for training or incidental work which does not cause a break in unemployment compensation, i.e., paid by voucher check or petty cash, are considered new hires if the individual's break in service is 60 days or longer.

The Contractor's compliance shall be based on the implementation of affirmative action obligations required by the specifications set forth in 23 CFR Part 230, and its good faith efforts to meet these obligations. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and females on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the affirmative action obligations shall be a violation of the contract and regulations in 23 CFR Part 230. The good faith efforts put forth by the contractor will be measured against the total work hours performed. Under FHWA, ODOT is the authority tasked with ensuring that the contractor adheres to the aforementioned regulations. In addition to complying with the Required Contract Provisions as outlined in the attached subcontract agreement the Contractor shall provide immediate written notification to the ODOT and the Prime Contractor when referral practices of the union or unions with which the Contractor has a collective bargaining agreement impede the company's efforts to meet its equal opportunity obligations.

The Office of Federal Contract Compliance Programs (OFCCP) administers and enforces equal employment opportunity laws that apply to Federal government contractors and subcontractors supplying goods and services, including construction, to the Federal Government under 41 CFR Part 60, Executive Order 11246, Section 503, and the affirmative action provisions of VEVRAA. The OFCCP monitors compliance with these laws primarily through compliance evaluations, during which a compliance officer examines the contractor's affirmative action efforts and employment practices. Under Executive Order 11246, the OFCCP may perform contract compliance reviews on contractors involved with federally funded ODOT projects.

Requirements for affirmative action obligations governing OFCCP contract compliance reviews are those listed in the Federal Register for the Economic Area.

<http://www.dol.gov/esa/ofccp/TAguides/consttag.pdf> page E-32

The Department of Administrative Services (DAS), Equal Opportunity Division, is responsible for ensuring state contractors implement and adhere to the State of Ohio's affirmative action program pursuant to Ohio Administrative Code (OAC) 123:2-3-02. Specifically, this unit's responsibilities includes the issuance of certificates of compliance under ORC 9.47 and 153.08, conducting project site visits and compliance reviews (desk audits) to ensure contractors utilize minorities and women in the construction trades, as well as maintaining a working environment free of discrimination, harassment and intimidation. The DAS may perform contract compliance reviews on contractors involved with state funded ODOT projects. Requirements for affirmative action obligations governing DAS contract compliance reviews are those listed in the O.A.C. for the Metropolitan Statistical Area in which a project is located.

http://www.das.ohio.gov/Eod/123_2_3_02.htm

All prime and subcontractors regardless on the number of employees or the state contract amount are required to submit monthly utilization reports (Input Form 29) to Ohio Department of Administrative Services covering the contractor's total workforce within the state of Ohio. The reports must be filed electronically by the 10th of each month, beginning with the contract award and continuing until the contractor or subcontractor completes performance of the state contract.

<http://www.das.ohio.gov/Eod/ccinputform29.htm>

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, 200 N. High Street, Room 409, Columbus, Ohio 43215, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the subcontract is to be performed.

11. PN 029 - 10/15/2004 - ON-THE JOB TRAINING (OJT) PILOT PROGRAM

The requirements of this Training Special Provision supersede subparagraph 7b of the Special Provision entitled Special Employment Opportunity Responsibilities, and implements 23 U.S.C. 140(a).

The following must be included as part of the Contractor's equal employment opportunity affirmative action training program:

The Contractor must provide on-the-job training aimed at developing full journey persons in the type or job classification in which they work.

The contractor is not required to have a specific number of trainees assigned to this project. The number of trainees will be distributed among the work classifications on the basis of the Contractor's needs and the availability of the journey persons in the various classifications. The Contractor will be credited for each trainee employed by him or her who is currently enrolled or becomes enrolled in an approved program.

Training and upgrading of minorities and women toward journey person status is a primary objective of this Training Special Provision. Accordingly, the Contractor must make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and will not be used, to discriminate against any applicant for training, regardless of whether the applicant is a member of a minority group or not.

No employee will be employed as a trainee in any classification in which he or she has successfully completed a training course leading to journey person status or in which he or she has been employed as a journey person. The Contractor must satisfy this requirement by including appropriate questions in the employee's application or by other suitable means. Regardless of the method used, the Contractor's records must document the findings in each case.

The minimum length and type of training for each classification will be established in the training program selected by the Contractor.

No payment by the LPA will be made to the Contractor for providing this training. However, if the Contractor fails to provide adequate training and cannot show good faith efforts on its part to provide adequate training, it will be subject to a formal compliance review to determine the Contractor's efforts in meeting the EEO laws and regulations.

The Contractor must provide the following reports:

1. CR1 Report
 - A. To be completed on each trainee
 - B. To be filled out at the start of training and finish of training or at the end of the year, whichever comes first
 - C. To be submitted to the ODOT District in which the Contractor's home office is located.
2. Tracking will be on an annual basis. The Contractor must submit the subsequent CR1 to the ODOT District in which the Contractors home office is located.

The prime or subcontractor conducting the training must be involved in at least one Federal project per calendar year in order to get FHWA training credit. Participation in the OJT Program is not project or contract specific.

All Contractors are encouraged to participate in the OJT program. Such a program will be considered when examining the contractor's Good Faith Efforts toward meeting its contractual affirmative action obligations.

All Contractors shall submit their own Training Program or Apprenticeship Certificate, for approval, to the ODOT District in which the company's home office is located.

All OJT Trainees must have the appropriate certification. Apprenticeship Certificates can be obtained from the State of Ohio, Bureau of Apprenticeship and Training. The union apprenticeship agreement is not acceptable verification of an apprentice's enrollment in a union sponsored training program. A copy of the Apprenticeship Certificate along with a statement indicating the number of months/years the employee has been in the apprenticeship program must be submitted to the ODOT EEO Coordinator in the company's home district and to the prevailing wage coordinator in the district responsible for the project within 90 days of the apprentice beginning work on the project.

12. PN 010- 06/23/2009 - ARRA PROJECT REPORTING REQUIREMENTS FOR FORM FHWA-1589-Modified

1. Reporting.

The Contractor shall complete the online form FHWA-1589-Modified for each month from the date of the signed contract until the date of the final inspection report. The Contractor shall be responsible for reporting their firm as well as every Subcontractors data for every tier of Subcontractor. Copies of form FHWA-1589-Modified and detailed instructions can be accessed via ODOT's website at the following web address:

<http://www.dot.state.oh.us/divisions/communications/pages/FederalStimulusProjects.aspx>

The Contractor will report the direct, on-the-project jobs for their workforce and the workforce of their Subcontractors active during the reporting month. These job data include employees actively engaged in projects who work on the jobsite, in the project office, in the home office or telework from a home or other alternative office location. This also includes any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the American Recovery and Reinvestment Act of 2009 (ARRA) funded project. This does not include material suppliers. Clarifications and detailed reporting requirements are available on the web site listed above.

The Contractor shall report the number of jobs created each month on the form FHWA-1589-modified, in addition to the job posting requirements of PN 11.

The Contractor shall report the DBE payment information each month on the form FHWA-1589-modified. The Contractor is required to list each DBE subcontractor and material supplier, and report the total commitment as shown on the approved C-92 form (Request to Sublet), along with the total amount paid to date.

The Contractor shall submit its unique nine-digit number issued by Dun & Bradstreet followed by the optional digit DUNS Plus number (reported for example as "999999999.9999") along with its signed and executed contract in accordance with Section 103 of the Construction and Material Specifications.

The Contractor shall complete the online form FHWA-1589-Modified by the 10th of each month for the previous month's employment information **AND** submit the completed information in printed form to the District Construction Engineer.

The online form FHWA-1589-Modified along with detailed instructions can be found at the following website: <http://www.dot.state.oh.us/divisions/communications/pages/FederalStimulusProjects.aspx>

2. Accessibility to Records and Project Sites.

a. Section 902 of ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

1) Examine any records of the Contractor or any of the Subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) Interview any officer or employee of the Contractor or any of the Subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

b. The Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

c. Section 1515(a) of ARRA provides authority for any representatives of an inspector general to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the Contractor, its Subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

This section applies to any representatives of the Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 and other government officials duly authorized by state or federal law to examine contract records or perform interviews on ARRA funded contracts.

d. Sections b. and c. above shall be included **verbatim** in all of the Contractor's agreements with its Subcontractors from whom the Contractor acquires goods or services in its execution of the ARRA funded Work.

3. General

The Contractor acknowledges compliance with work performed, including these ARRA documentation requirements, with each C&MS 109.09 Estimate Certification.

The above requirements do not have separate pay items. All costs associated with these requirements shall be included in the Contractor's general administration or overhead costs for this project.

Designer Notes

To be used on every American Recovery and Reinvestment Act of 2009 (ARRA) denoted project. The Office of Contracts will determine the usage of this proposal note.

Project personnel will not enter the Contractors estimate certification date until this form has been submitted for the previous month's data.

13. PN 018- 06/23/2009 - ARRA PROJECT REPORTING REQUIREMENTS FOR EEO

1. CR-61 Reporting Requirements.

The Contractor and each Subcontractor are required to complete the Employment Utilization Reporting of Work Hour Data tracking report CR-61. This form can be found on ODOT's website at:

<http://www.dot.state.oh.us/divisions/communications/pages/FederalStimulusProjects.aspx>

This report will be required by the 15th of the last month of each **QUARTER** for the duration of the Project. The "quarter" will begin at the start of the actual work on the Project. The Department requires that report CR-61 be completed identifying the hours worked per craft and the number of employees per craft for this Project. Each Subcontractor will forward the completed report CR-61 to the Contractor, who in turn will be responsible for forwarding a compiled report for its entire work force and that of all subcontractors to ODOT. Details for submission will be updated on the ARRA Reporting site at:

<http://www.dot.state.oh.us/Divisions/Communications/Pages/FederalStimulusProjectListing.aspx>

The Contractor's consolidated report shall include all craft hours and total numbers of employees for all construction work originated by the Contractor for this project.

Within thirty (30) days of the Pre-Construction Conference for this Project, the Contractor shall identify to ODOT the estimated TOTAL hours to be worked by each trade and by race and gender on this project. Please submit this information to:

Ohio Department of Transportation
1980 West Broad Street
Attn: Office of Civil Rights
Columbus, Ohio 43223

2. General.

If there are conflicts with other ODOT Proposal Notes or Specifications involving Equal Employment Opportunity/ Affirmative Action (EEO/AA) requirements then the requirements contained within this Proposal Note shall govern.

The Contractor is responsible for review and compliance with Proposal Notes 20 and 29 which have been modified to reflect the requirements of ARRA.

ODOT reserves the right to change the employment reporting requirements for ARRA contracts at any time without additional compensation to the Contractor.

If the Contractor or any Subcontractor fails to comply with any of the provisions contained in this proposal note, ODOT may terminate this contract, pursue debarment of the Contractor or Subcontractor and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

These requirements do not have separate pay items. All costs associated with these requirements shall be included in the Contractor's general administration or overhead costs for this project.

Designer Notes

To be used on every American Recovery and Reinvestment Act of 2009 (ARRA) denoted project. The Office of Contracts will determine the usage of this proposal note.

14. PN 11- 06/23/2009 - ARRA PROJECT OUTREACH EFFORTS

1. Posting Vacancies Electronically to ohiomeansjobs.com.

The prime Contractor shall submit "jobs created" on projects funded partially or wholly with ARRA funds for posting through the Ohio Means Jobs website:

<https://ohiomeansjobs.com/omj/> (under "quick job posts")

"Jobs created" postings must be submitted within 48 hours of the vacancy, and the vacancy must remain open for an additional 48 hours. "Jobs created" shall be defined as "those new positions created and filled, or previously existing unfilled positions that are retained as a result of the ARRA funded project."

2. Posting Vacancies to County Department of Job and Family Services "One-Stop" center.

The prime Contractor shall submit any vacancies on projects funded partially or wholly with ARRA funds for posting at the County Department of Job and Family Services One-Stop center in which the awarded project is located.

Information regarding County Department of Job and Family Services One-Stop centers can be found at:

<http://www.jfs.ohio.gov/County/cntydir.stm>

3. Reporting

a. Jobs Retained

The prime Contractor shall report positions "retained" as a result of a project funded partially or wholly with ARRA funds to the Department at the close of the project to the District Construction Engineer. A "retained" position is defined as "those previously existing filled positions that are preserved as a result of ARRA funds." A standard form letter can be found on ODOT's website at:

<http://www.dot.state.oh.us/Divisions/Communications/Pages/FederalStimulusProjectListing.aspx>

b. Jobs Created

The Contractor shall report the number of jobs created each month on the form FHWA-1589-Modified, in the appropriate field by the 10th of each month. The online form FHWA-1589-Modified along with detailed instructions can be found at the following website:
<http://www.dot.state.oh.us/divisions/communications/pages/FederalStimulusProjects.aspx>

4. General

These requirements are not intended to impact or interfere with the various trade union contracts.

The above requirements do not have separate pay items. All costs associated with these requirements shall be included in the Contractor's general administration or overhead costs for this project.

Designer Notes

To be used on every American Recovery and Reinvestment Act of 2009 (ARRA) denoted project. The Office of Contracts will determine the usage of this proposal note.

Project personnel will not enter the Contractors certification date until the form FHWA-1589-Modified has been submitted for the previous month's data.

15. PN 059 - 10/15/2004 - WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response for this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determination
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (see 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requester considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.

16. PN 061 – 01/18/2008 - WAGE SCALE ON ALL FEDERAL-AID PROJECTS

The wage rates for this project were determined by the Secretary of Labor in accordance with Federal-Aid requirements.

Contractors shall use only the classifications and wage rates set forth in the United States Department of Labor (USDOL) wage decision found at website noted below on payrolls submitted to the District Office. Additionally, please note that the wage modification in effect at the time of the project sale date, shall be used by all contractors.

<http://www.wdol.gov/dba.aspx#3>

This contract requires the payment of the total of the basic hourly rates plus the fringe benefits payments for each classification in accordance with the following regulations which by reference are made part of this contract:

- 1) The U.S. Department of Labor Regulations, Title 29, Subtitle A, Part 5, Sections 5.5, 5.31, and 5.32, most recent revision at contract execution.
- 2) Form FHWA-1273 (most recent revision at contract execution) Part IV. Payment of Predetermined Minimum Wage and Part V. Statements and Payrolls.

The failure to pay prevailing wages to all laborers and mechanics employed on this project, shall be considered a breach of contract. Such a failure may result in the termination of the contract and debarment.

The Contractor and all subcontractors shall pay all wages and fringe benefits by company check. All payroll records and canceled pay checks shall be maintained for at least three years after the termination of the Contractor's responsibility as defined in section 109.12 (E) of the 2005 Construction and Material Specifications Manual. The Contractor's and all subcontractor's payroll records and canceled pay checks shall be made available for inspection by the Department and the U.S. Department of Labor, upon request, anytime during the life of the contract, and for three years thereafter by the U.S. Department of Labor. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

The wage and fringe rates determined for this project shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers.

The Contractor and all subcontractors shall submit to the LPA, certified payrolls each week beginning three weeks after the start of work. These payrolls shall be on a Form WH-347 or equivalent and shall show the following:

1. Employee name, address, social security number, classification, and hours worked.
2. The basic hourly and overtime rate paid, total pay, and the manner in which fringe benefit payments have been irrevocably made.

3. The project number and pay week dates.
4. Original signature of a company officer on the certification statement.

Additionally, a copy of the "Apprentice Certification" obtained from the USDOL, Bureau of Apprenticeship and Training, must accompany the first certified payroll submitted for all apprentices working on this project.

Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in the USDOL Regulations, Title 29, parts 1 and 5, are strictly adhered to by all subcontractors on the project.

If the Contractor or any subcontractor fails to comply with any of the provisions contained in this proposal note, the LPA may terminate the contract, pursue debarment of the Contractor or Subcontractor and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

The applicable wage and fringe rates for this project are provided in the wage rate section of this proposal.

17. PN 027 - 10/15/2004 - IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the LPA and ODOT of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

18. PN 050 - 10/15/2004 - LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

1. The prospective bidder certifies, by signing and submitting this bid proposal, to the best of his or her knowledge and belief, that:
 - (a.) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective bidder also agrees by submitting his or her bid proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

19. PN 045 - 10/15/2004 - NON -COLLUSION AFFIDAVIT

In accordance with Title 23 United States Code, Section 112 and Ohio Revised Code, Chapter 1331 et. seq; and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that he or his agents or employees have not entered either directly or indirectly into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Execution of this proposal on the signature portion thereof shall constitute also signature of this Non-Collusion Affidavit as permitted by title 28 United States Code, Section 1746.

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

20. PN 014 - 10/15/2004 - DRUG-FREE WORKPLACE

The prime contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. The prime contractor shall make a good faith effort to ensure that all its employees, while working on this project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

The prime contractor shall also require that this contractual obligation be placed in all subcontractor and materialman contracts that it enters into and further requires that all subcontractors and materialmen place the same contractual obligations in each of their lower tier contracts.

21. PN 038 - 10/15/2004 - UNRESOLVED FINDING FOR RECOVERY

The Contractor affirmatively represents to the LPA that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the LPA, or an action for recovery may be immediately commenced by the LPA and/or for recovery of said funds.

22. PN 039 - 10/15/2004 - ASSIGNMENT OF ANTITRUST CLAIMS IN STATE CONTRACT LANGUAGE

The Contractor should recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by ODOT and/or the LPA. As consideration for the Award of the Contract and intent to be legally bound, the Contractor acting herein by and through the person signing this contract on behalf of the Contractor as a duly authorized agent, hereby assigns, sells, conveys, and transfers to ODOT and/or the LPA any and all right, title and interest to any and all claims and causes of action the Contractor now has or hereafter requires under state or federal antitrust laws provided that the claims or causes of action related to the goods or services that are the subject to the contract. In addition, the Contractor warrants and represents that it will require any and all of its subcontractors and first tier suppliers to assign any and all federal and state antitrust claims and causes of action to ODOT and/or the LPA. The provisions of this article shall become effective at the time the LPA executes this contract without further acknowledgment by any of the parties.

All contracting entities shall assign their rights and responsibilities to ODOT and/or the LPA for all antitrust claims and causes of action regarding subcontractors.

23. PN 024 - 10/15/2004 - US ARMY CORPS OF ENGINEERS AND OHIO ENVIRONMENTAL PROTECTION AGENCY PERMITS

The above referenced permits are incorporated and made a part of this contract as special provisions incorporated herein. Therefore, in the event that the Contractor or its agents refuse or fail to adhere to the requirements of the 404 Permit, and/or the NPDES Stormwater Permit and as a result an assessment or fine is made or levied against the Ohio Department of Transportation and/or the LPA, the Contractor shall reimburse ODOT or the LPA within thirty (30) calendar days of the notice of assessment or fine or the LPA or ODOT may withhold the amount of the fine from the Contractor's next pay estimate. All money collected or withheld from the Contractor shall be delivered to the permitting agencies issuing the assessment or fine.

These fines are not to be construed as a penalty but are liquidated damages to recover costs assessed against the LPA and/or ODOT due to the Contractor's refusal or failure to comply with the permits.

The Contractor shall make all necessary or required adjustments to the Storm Water Pollution Plan or plan quantities to adhere to the above permits and shall be paid in accordance with the contract. The Engineer will make the weekly and rainfall inspections of the work as required by the NPDES.

24. PN 034 - 10/15/2004 - OHIO WORKERS' COMPENSATION COVERAGE

The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the Ohio Department of Transportation. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the LPA before the contract will be executed by the LPA.

The Contractor must immediately notify the LPA, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the LPA, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract

which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

Drug-Free Workplace (DFWP) Discount Program

The LPA will declare a bid non-responsive and ineligible for award if the Contractor is not enrolled and in good standing in the Ohio Bureau of Workers' Compensation's Drug-Free Workplace (DFWP) Discount Program or a similar program approved by the Bureau of Workers' Compensation **within 8 days of the bid opening**. Furthermore, the LPA will deny all requests to sublet when the subcontractor does not comply with the provisions of this proposal note.

The Contractor shall insert in each of its subcontracts a clause requiring all subcontractors to comply with all of the provisions of this proposal note. The Contractor is responsible for ensuring compliance by all subcontractors with all of the provisions of this proposal note.

25. ~~PN 525—08/02/2004—STEEL PRICE ADJUSTMENT~~ (Not required by FHWA, but strongly suggested)

A. ~~General: This proposal note acknowledges fluctuations in the cost of manufactured steel used in the materials defined below and placed as part of the applicable construction work in the form of a pay adjustment. This proposal note will be used in bidding documents only for as long as the price of the steel products set out below are subject to volatile spikes as determined solely by ODOT. It is not the intention of ODOT to make this proposal note permanent.~~

~~These price adjustment provisions apply to items in the contract including any modified standard or non-standard item where the work to be performed involves the placement or installation of one or more of the steel products specified herein.~~

~~ODOT will publish a monthly adjustment index for steel using data obtained from the United States Department of Labor (USDOL), Bureau of Labor Statistics (BLS) Producer Price Index (PPI), using the average of Metals and Metal Products (WPU10), Iron and Steel (WPU101), and Steel Mill Products (WPU1017). This monthly index is listed as preliminary for four (4) months after initial publication. The Engineer will use the preliminary index data to compute progressive monthly adjustments with final adjustments occurring when the BLS data is finalized or at project closeout using the preliminary data, whichever occurs earlier. ODOT will publish a monthly cost basis (CB) for steel using data obtained on the last Wednesday of the month from the American Metal Market (AMM). The cost basis shall determine the raw steel material price for Steel Plate, Cut to length as reported for National Mills; Steel Rod, high carbon (1050) industrial quality as reported for the United States; and Steel Bar, Merchant Products, and Reinforcing Bar, as reported for the United States by the American Metal Market.~~

B. ~~Price Adjustment Criteria and Conditions: Adjustments will be made to the contract for fluctuations in the cost of steel used in the manufacture of the primary components of only the steel products listed in Table B-1:~~

Product Relationship Table B-1		
Steel Product (Title)	AMM Product Designation (CB)	USDOL BLS PPI (MI, BI)
Steel Piling and stay in-place steel casing	Steel Plate, Cut-to-length (National Mills)—	Average of—
Structural Steel		Metals and Metal Products (WPU10),
Structural Steel		Iron and Steel (WPU101),
Expansion/Contraction Joints		

Steel Bearing Devices Guardrail Steel Traffic Strain Poles, Supports, and Mast Arms Steel Light Towers, Poles, and Mast Arms Sign Ground Mounted Beam Supports, Rigid Overhead Supports, and Span Wire Supports Steel Railing Corrugated Steel Pipe		and Steel Mill Products (WPU1017)
Prestress and Post- tensioning strand	Steel — Rod, high carbon (1050) industrial quality (United States)	
Reinforcing Steel	Steel — Bar, Merchant Products, Reinforcing Bar (United States)	

Nuts, bolts, rebar chairs, connecting bands and other miscellaneous hardware items shall not be included in the price adjustment. No other steel products shall be considered for a price adjustment.

Adjustments will only be made for fluctuations in the cost of the steel used in the above products as shipped from the producing mill. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

Adjustments may be positive, negative, or non-existent depending on the circumstances. Adjustments for the steel price will be calculated by the Engineer and processed by change order on the Contractor's progress estimate.

No steel price adjustments will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

Furnish the following documentation for all Table B-1 steel products to be incorporated into the work. Submit all documentation to the Engineer prior to incorporation of the steel into the work. The LPA or ODOT will withhold progress payments if the documentation is not provided and at the discretion of the Engineer the work is allowed to proceed. Progress payments will be made upon receipt of the delinquent documentation. Submit separate documentation packages for each steel product in Table B-1 and for each quantity represented by items 2) c and d below. Label each documentation package with a unique number.

- 1) ——— An affidavit signed by the Contractor stating that the documentation provided is true and accurate.
- 2) ——— Identification of the steel product subject to adjustment.
 - a. ——— Documentation package number: PN525 — (Insert the steel product "title" from Table B-1) — (Insert sequential package number beginning with "1"). Example: PN525 — Guardrail — 1, PN 525 — Reinforcing Steel — 2, etc...
 - b. ——— The steel product quantity in pounds (kg).
 - c. ——— Steel Certification and Mill Test Reports for the steel product.
 - d. ——— The date the steel product, subject to adjustment, was shipped from the producing mill.

Upon the incorporation of the steel product into the work provide the Engineer the following:

- 1) ~~— An affidavit signed by the Contractor stating that the documentation provided is true and accurate.~~
- 2) ~~— Identification of the steel product subject to adjustment.~~
 - a. ~~— Documentation package number that was initially established for the steel product for which the price adjustment will be calculated.~~
 - b. ~~— The actual steel product quantity in pounds (kg) that was incorporated into the work.~~

Price Adjustment Calculations

~~The below formulas allow for a variation in steel prices without recognizing cost increases/decreases within the range of 95% to 105% of the Bidding Index (BI). The total steel price adjustment (SPA) will not be computed unless the percent % Change is 5% or more, increase or decrease:~~

$$\% \text{ Change} = [(MI/BI) - 1] \times 100$$

~~For a Price Increase:~~

$$SPA = [(MI/BI) - 1.05] \times CB \times Q$$

~~Example: If the average PPI for the month in which the project is let is 110 and the average PPI for the month in which the steel is shipped from the mill is 165 and the Cost Basis (CB) on the last Wednesday of the month preceding the letting date is \$0.32 per pound for a quantity of 50,000 pounds, then the price adjustment increase would be calculated as follows:~~

$$SPA = [(165/110) - 1.05] \times 0.32 \times 50,000 = \$7,200.00 \text{ (Increase)}$$

~~For a Price Decrease:~~

$$SPA = [(MI/BI) - 0.95] \times CB \times Q$$

~~Example: If the average PPI for the month in which the project is let is 165 and the average PPI for the month in which the steel is shipped from the mill is 120 and the CB on the last Wednesday of the month preceding the letting date is \$0.32 per pound for a quantity of 50,000 pounds, then the price adjustment decrease would be calculated as follows:~~

$$SPA = [(120/165) - 0.95] \times 0.32 \times 50,000 = \$3,563.64 \text{ (Decrease)}$$

~~Where:~~

~~SPA = Steel Price Adjustment~~

~~MI = Mill Shipping Index. The average of the Producer Price Indices for Metals and Metal Products (WPU10), Iron and Steel (WPU101), and Steel Mill Products (WPU1017) as reported by the United States Department of Labor, Bureau of Labor Statistics for the month the steel was shipped from the producing mill.~~

~~BI = Bidding Index. The average of the Producer Price Indices for Metals and Metal Products (WPU10), Iron and Steel (WPU101), and Steel Mill Products (WPU1017) as reported by the United States Department of Labor, Bureau of Labor Statistics for the month preceding the month in which the project is bid.~~

CB = Cost Basis. The Consumer Buying Price Index value for either Steel—Bar, Merchant Products, Reinforcing Bar (United States); or Steel—Rod, high carbon (1050) industrial quality (United States); or Steel Plate, Cut to length (National Mills) as published by the American Metal Market (AMM) on the last Wednesday of the month preceding the month in which the project is bid. The CB (Cost Basis) shall be established for the product relationships listed in Table B-1 and shall establish the raw material base price. The price shall be adjusted to dollars per pound (kg).

Q = Quantity of the steel product, pounds (kg) actually incorporated into the work as documented by the Contractor and verified by the Engineer

C. Price Adjustment Limitations: The price adjustments are limited to a % Change of 50%, increase or decrease.

Example 1: If the average PPI for the month in which the project is let is 110 and the average PPI for the month in which the steel is shipped from the mill is 171 and the CB on the last Wednesday of the month preceding the letting date is \$0.32 per pound for a quantity of 50,000 pounds, then the price adjustment increase would be calculated as follows:

$$\% \text{ Change} = [(171/110) - 1] \times 100 = 55.45\%$$

The limit is 50% thus the SPA is calculated as follows:

$$\text{SPA} = [(1.50) - 1.05] \times 0.32 \times 50,000 = \$7,200.00 \text{ (Increase)}$$

Example 2: If the average PPI for the month in which the project is let is 165 and the average PPI for the month in which the steel is shipped from the mill is 70 and the CB on the last Wednesday of the month preceding the letting date is \$0.32 per pound for a quantity of 50,000 pounds, then the price adjustment decrease would be calculated as follows:

$$\% \text{ Change} = [(70/165) - 1] \times 100 = -57.58\%$$

The limit is -50% thus the SPA is calculated as follows:

$$\text{SPA} = [(0.50) - 0.95] \times 0.32 \times 50,000 = -\$7,200.00 \text{ (Decrease)}$$

D. Payment/Deductions: The price adjustment will be paid, or deducted from the Contractor's progress estimate, upon approval of a change order. The Engineer will use the preliminary BI and MI index data to compute progressive monthly adjustments with final adjustments occurring when the BLS data is finalized, (four months after initial publication) or at project closeout using the preliminary data, whichever occurs earlier

If the price adjustment is based on estimated material quantities for that time, and a revision to the total material quantity is made in a subsequent or final estimate, an appropriate adjustment will be made to the price adjustment previously calculated. The adjustment will be based on the same indices used to calculate the price adjustment which is being revised. If the shipping date(s) of the revised material quantity cannot be determined, the adjustment for the quantity in question, will be based on the indices utilized to calculate the steel price adjustment for the last initial documentation package submission, for the steel product subject to adjustment, that was incorporated into the particular item of work, for which quantities are being finalized.

Example: Reinforcing steel for a particular bridge deck was provided for in three different shipments with each having a different mill shipping date. The quantity of reinforcing steel actually incorporated into the deck was calculated and a steel price adjustment was made in a

~~progress payment. At the conclusion of the work an error was found in the calculation of the final quantity of reinforcing steel incorporated into the deck. The quantity to be adjusted can not be directly related to any one of the three mill shipping dates. The steel price adjustment for the quantity in question would be calculated using the indices that were utilized to calculate the steel price adjustment for the quantity of reinforcing steel represented by the last initial reinforcing steel documentation package submission. The package used would be the one with the greatest sequential number.~~

~~E. Expiration of Contract Time: When steel products are shipped from the mill after expiration of contract time and liquidated damages are chargeable, steel price adjustments will be based on the MI for the month in which contract time expired.~~

~~F. Documentation Review: The LPA and/or ODOT reserves the right to inspect the records of the Contractor, its subcontractors, material fabricators and suppliers to verify the accuracy of the documentation submitted to the LPA and/or ODOT.~~

~~G. Extra Work/Force Account: When steel products, as specified herein, are added to the contract as Extra Work, in accordance with the provisions of C&MS Section 109, no steel price adjustments will be made for any products manufactured from steel having a mill shipping date 5-business days after the LPA's request. Price adjustments will be made as provided herein however the BI shall be based on the month preceding the 5th business day after the LPA's request. Moreover the CB shall be based on the applicable AMM Consumer Buying Price Index as published on the last Wednesday of the month preceding the 5th business day after the LPA's request. For extra work performed on force account basis, reimbursement of actual material costs, along with the specified overhead and profit markup, will be considered to include full compensation for the current cost of steel and no steel price adjustments will be made.~~

26. **PN 520—03/01/06—FUEL PRICE ADJUSTMENT**
(Not required by FHWA, but strongly suggested)

~~General: This Fuel Price Adjustment (Fpa) provision is intended to minimize risk to the Contractor due to fuel price fluctuations that may occur during the Contract. This provision is not designed to estimate actual quantities of fuel used in construction operations, but to provide a reasonable basis for calculating a fuel price adjustment based on average conditions. The Department determines adjustments under the provisions of this Proposal Note, and presumes that the Contractor has relied on these provisions when determining unit bid prices. The monthly application range for percent change (Mbp/Cbp) will not exceed 50% for a Fuel Price adjustment increase or decrease as outlined in Section B, Calculation of Fuel Price Adjustment.~~

~~A. Price Adjustment Criteria: These requirements provide for a price adjustments positive or negative, to payments due the Contractor for fluctuations in the cost of fuel consumed in the performance of certain items of work. These price adjustment provisions apply only to those items in the contract as grouped by category and identified in Table A-1. All adjustments will be made based on fuel consumption indicated by Table A-1, and no changes will be made for actual consumption rates.~~

~~Category descriptions and the fuel usage factors which are applicable to each are as follows:~~

Fuel Adjustment Categories, Table A-1				
Category	Basis of Calculation and Threshold Quantity	Eligible Items	Units	Fuel Usage Factor
Earthwork	Apply only to the greater of the sum of all Excavation quantities or the sum of all Borrow and Embankment quantities. Threshold Quantity* = 30,000 c.y. (22,936 c.m.)	203, 204	Gallons per cubic yard (Gallons per cubic meter)	0.50 (0.65)
Aggregate Bases	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 2,500 c.y. (1,912 c.m.)	304, 307	Gallons per cubic yard (Gallons per cubic meter)	0.75 (0.98)
Flexible Bases and Pavements	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 1,200 c.y. (917 c.m.)	301, 302, 308, 424, 442, 443, 446, 448, 803, 826, 857, 880	Gallons per cubic yard (Gallons per cubic meter)	4.50 (5.88)
Rigid Bases and Pavements	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 1,200 c.y. (917 c.m.)	305, 306, 451, 452, 526, 884, 896	Gallons per cubic yard (Gallons per cubic meter)	1.00 (1.31)
Structural Concrete	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 350 c.y. (268 c.m.)	511, 524, 842, 892, 893, 894, 898	Gallons per cubic yard (Gallons per cubic meter)	4.00 (5.23)

* A Fuel Price Adjustment will only apply when the sum of all original contract quantities for the category meet or exceed the specified Threshold Quantity. When a Fuel Price Adjustment applies, calculate the Fuel Price Adjustment for the sum of all quantities for the category per this proposal note.

B. Calculation of Fuel Price Adjustment: Fuel Price Adjustments may be either positive or negative. A positive Fuel Price Adjustment will result in a payment to the contractor while a negative Fuel Price Adjustment will result in a deduction.

The Department will calculate a Monthly Base Price (Mbp) for fuel for each month of each calendar year beginning with January 2001. The method for calculating the Monthly Base Price (Mbp) will be on file in the Division of Construction Management. The Monthly Base Price (Mbp) will be used to calculate all Fuel Price Adjustments. The Contract Base Price (Cbp) will be the Monthly Base Price (Mbp) for the month the contract was bid. All Monthly Base Price (Mbp) values will be posted on the Division of Construction Management, Office of Construction Administration website at:
<http://www.dot.state.oh.us/construction/OCA/default.htm>

During each month of the contract the Engineer will select the applicable Monthly Base Price (Mbp) and calculate the ratio of the Monthly Base Price (Mbp) divided by the Contract Base Price (Cbp). The formulas below allow for a variation in fuel prices without recognizing cost increases/decreases within the range of 90% to 110% of the Contract Base Price (Cbp).

When, and only when, the Monthly Base Price (Mbp) divided by the Contract Base Price (Cbp) is less than 0.90 or greater than 1.10 will the Engineer calculate a Fuel Price Adjustment (Fpa).

Cost increases in excess of 150% of the Contract Base Price (Cbp) will not be recognized. When the Monthly Base Price (Mbp) divided by the Contract Base Price (Cbp) is greater than 1.50, the Fpa shall be calculated using a Cbp/Mbp ratio of 1.50.

Cost decreases in excess of 50% of the Contract Base Price (CBP) will not be recognized. When the Monthly Base Price (Mbp) divided by the Contract Base Price (Cbp) is less than 0.50, the Fpa shall be calculated using a Cbp/Mbp ratio of 0.50.

For a Price Increase:

$$Fpa = [(Mbp/Cbp) - 1.10] \times Cbp \times Q$$

For a Price Decrease:

$$Fpa = [(Mbp/Cbp) - 0.90] \times Cbp \times Q$$

Where:

Fpa = Fuel Price Adjustment

Mbp = Monthly Base Price

Cbp = Contract Base Price

Q = The number of gallons of fuel used in the placement of items identified in Table A-1 during that month at the specified Fuel Usage Factor. Q will be determined by the Engineer for each category by multiplying the applicable Fuel Usage Factor by the sum of quantities of completed and accepted work for the specified items.

The total Monthly Fuel Price Adjustment will be the algebraic sum of the Fuel Price Adjustments for materials placed during the month for each applicable category identified in Table A-1. The Total Fuel Price Adjustment for the project will be the algebraic sum of all Monthly Fuel Price Adjustments. The Department will calculate the Monthly and Total Fuel Price Adjustment on a monthly basis and make contract modifications as provided in Section C, Payment/Deduction.

C. Payment/Deduction: The Fuel Price Adjustment will be paid, or deducted, upon approval of a change order prepared after completion of all work. Contractor markups are not permitted. Partial payments or deductions will be processed prior to total completion when the unpaid accrued Total Fuel Price Adjustment exceeds \$10,000 or once every 12 months.

D. Expiration of Contract Time: When eligible items of work grouped by category and identified in Table A-1 are performed after expiration of contract time and liquidated damages are chargeable, the value of Monthly Base Price (Mbp) used to compute the price adjustment will be either the Monthly Base Price (Mbp) at the time of actual performance or the Monthly Base Price (Mbp) at the time contract time expired, whichever is less.

E. Extra Work: When eligible items of work grouped by category and identified in Table A-1 are added to the contract as Extra Work and for which a unit price is negotiated the contractor must use the appropriate price for fuel when preparing required backup data for the negotiated price. No Fuel Price Adjustment will be made for fuel consumed in the performance of eligible work added to the contract as Extra Work at a negotiated price when the work commences within 90 days of the approval of the change order authorizing said extra work. If the eligible work at a negotiated price commences more than 90 days after the approval of the change order authorizing said extra work a Fuel Price Adjustment will be made if said extra work quantities exceed the applicable threshold quantity in Table A-1. The Fuel Price Adjustment will be calculated using the Monthly Base Price (Mbp) value for the month the change order authorizing said extra work was approved as the value for its Contract Base Price (Cbp).

When Extra Work is added to the contract as a Force Account operating costs for equipment used in the performance of this work will be paid in accordance with C&MS 109.05.C.4 with no further adjustment.

F. Final Quantities: Upon completion of the work and determination of final pay quantities a change order will be prepared to reconcile any difference between estimated quantities previously paid and the final quantities. In this situation, the value for the Monthly Base Price (Mbp) used in the price adjustment formula will be the average of all Monthly Base Price (Mbp) values previously used for computing price adjustments.

The Code of Federal Regulations Title 49, Section 26.55(d) (4) (5) (6) governs trucking operations. This section states that the Disadvantaged Business Enterprise (DBE) may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE will receive credit for only the fee or commission it receives as a result of the lease agreement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE. The law requires that a lease must indicate that the DBE has exclusive use of and control over the truck for credit to be accorded to the DBE. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

In lieu of a truck owner displaying the name and identification number of the DBE, the truck owner shall be required to furnish a photocopy of the lease agreement, thereby fulfilling the rule without causing undue hardship on any entity.

Credit for expenditures with DBEs for materials or supplies toward the DBE goal is described as follows:

1. When the materials or supplies are obtained from a DBE manufacturer the prime contractor may receive credit for 100 percent of the cost of the materials or supplies toward the DBE goal. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
2. When the materials or supplies are purchased from a DBE regular dealer or supplier the prime contractor may receive credit for 60 percent of the cost of the materials or supplies toward the DBE goal. For purposes of this section, a regular dealer or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

For subcontract agreement (C-92) purposes the following definitions will be used:

Install - DBE contractor who obtains goods, materials and supplies and fixes in place, for use, the same goods, materials and supplies. (e.g., DBE contractor obtains and fixes in place re-bar on project site). Must spend 20% or more time on project per day. 100% credit toward prime's DBE goal.

Stockpiling - DBE Contractor/Trucker who delivers materials, goods, or supplies to project site. 60% credit toward prime's DBE goal.

Tailgating - DBE Contractor/Trucker who delivers and installs materials, goods, or supplies to project site. Must spend 20% or more time on project per day. 100% credit toward prime's DBE goal.

**28. PN 013 - 6/23/2009 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS
(Required if DBE goal on the project)**

It is the policy of the Ohio Department of Transportation that Disadvantaged Business Enterprises (DBEs) shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. The Contractor must use its best efforts to solicit bids from and to utilize DBE subcontractors with meaningful minority groups and female representation among their employees. Consequently, the requirements of Title 49 CFR Part 26 and Ohio Revised Code §5525.011 apply to this

contract. **The Contractor must ensure that the DBE subcontractor(s) is performing a “commercially useful function” as defined in CFR 26.55.**

The percentage indicated on the front cover of this bid document is the percent of the awarded Contractor's bid which must be subcontract to certified ODOT DBE firms.

In order to be assured that the Contractor complies with this contract requirement the Contractor shall provide certified payrolls from its DBE subcontractors where appropriate. When the Contractor utilizes a service, for example trucking, to satisfy a part or its entire contractual goal, the Contractor, when requested, must provide a copy of each canceled check issued to the DBE service provider until the goal amount is reached. The LPA shall total the amounts of the canceled checks and compare that total to the subcontract agreement by the parties and the C-92 issued to the Contractor for the work to be performed by the DBE subcontractor.

WAIVER PROCESS FOR DBE GOAL

The Contractor must document the progress and efforts being made in securing the services of DBE subcontractors. In the event the Contractor is unable to meet the DBE Goal placed on this Local Let project, a request for a waiver of all or part of the goal may be made. The written request must indicate a good faith effort was made to meet the goal and be sent to the LPA contracting authority. The LPA forwards the request with recommended action to the ODOT District. The ODOT District then makes recommendation and forwards the request to the Administrator, Office of Contract Administration, 1980 West Broad Street, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail himself of this process. If an item of work subcontracted to a DBE firm is non-performed by LPA or the subject of an approved VECF, the Contractor may request a waiver for the portion of work excluded.

The Contractor must provide the following information and documentation when requesting a DBE goal waiver:

1. Dollar value and % of DBE goal (based on the awarded sale amount of the contract). Dollar value and % of waiver request.
2. Signed copy of each subcontract or purchase order agreement between the prime and DBE subcontractor utilized in meeting the contract goal.
3. Copy of dated written communication, fax confirmation, personal contact, follow up and negotiation with the DBE's. At least one follow up phone call is required for those contractors who are non-responsive to fax or letter solicitation.
4. Copy of dated written communication and/or fax confirmation that bidder solicited and provided DBE's with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
5. Copy of dated written communication and/ or fax confirmation of each noncompetitive DBE quote that includes the dollar value of each reference item and work type. Documentation must be provided which will offer comparison between quotes deemed noncompetitive and those quotes accepted.
6. Copy of dated written communication and/ or dated fax confirmation of DBE's that were not interested in providing a quote for the project.

7. Documentation of all negotiating efforts and reason for rejecting bids.
8. Documentation of good faith efforts (GFE) to meet the DBE subcontract goal, by looking beyond the items typically subcontract or consideration of subcontracting items normally performed by the prime as a way to meet the DBE goal.

ODOT Office of Contract Administration will review the submitted documentation and issue a written decision to the Contractor within ten (10) business days. The Contractor may request administrative reconsideration within 14 days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following:

Ohio Department of Transportation
Attention: Office of Contract Administration
1980 West Broad Street
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the contractor did not document sufficient good faith effort.

As part of this reconsideration, the contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the contractor a written decision on reconsideration explaining the basis for finding that the contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable to the US Department of Transportation. However, it is appealable to the Franklin County Court of Common Pleas.

SANCTIONS

The LPA will issue sanctions if the Contractor chooses not to request a waiver, the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort.

The LPA may impose any of the following sanctions:

- (1) letter of reprimand;
- (2) liquidated damages computed up to the amount of goal dollars not met;
- (3) cross-withhold from future projects;
- (4) contract termination; and/or
- (5) other remedies available by law including suspension, revocation, and/or debarment.

Factors to be considered in issuing sanctions include, but are not limited to:

- (1) the magnitude and the type of offense;
- (2) the degree of the Contractor's culpability;
- (3) any steps taken to rectify the situation;
- (4) the Contractor's record of performance on other projects including, but not limited to:
 - a. annual DBE participation over DBE goals;
 - b. annual DBE participation on projects without goals;
 - c. number of complaints ODOT has received from DBEs regarding the Contractor; and
 - d. the number of times the Contractor has been previously sanctioned by the ODOT; and
- (5) whether the Contractor falsified, misrepresented, or withheld information.

**29. PN - 031 - 10/15/2004 - AFFIDAVIT OF SUBCONTRACTOR PAYMENT
(Required if DBE goal on the project)**

The Code of Federal Regulations 49, 26.37(b), requires the LPA to monitor and verify that work committed to Disadvantaged Business Enterprise (DBE) firms at contract award is actually performed by the DBE's. Additionally, the LPA is required to report the DBE participation on each project, including all work, materials or service sublets. Therefore, it is the LPA's responsibility to discern whether payments are made to DBE firms. An affidavit is to be completed and signed by the contractor within 15 days of the completion of the project. The affidavit seeks to verify actual payments made to DBE firms on the project. Each DBE firm must verify the actual payment amount.

The blank spaces in the affidavit must be filled in correctly, where indicated. The affidavit must be signed by the prime contractor and subcontractor, or by the subcontractor and DBE sub-contractor, if applicable. By signing the affidavit, the noted firm agrees that the payment amount recorded is true and accurate as of the payment time period.

Completed and signed affidavit shall be mailed to the Ohio Department of Transportation, Office of Contracts, DBE Services section, 1980 West Broad Street, Columbus, Ohio 43223.

30. WAIVER OF CM&S 614.03

ODOT's 2005 Construction and Material Specifications section 614.03, third paragraph, does not apply to any project which is not physically located on the National Highway System (NHS), and/or does not impact NHS traffic in any way.

**31. DECLARATION REGARDING MATERIAL ASSISTANCE / NONASSISTANCE TO A
TERRORIST ORGANIZATION**

In accordance with Ohio Revised Code §2909.33, the enclosed Declaration Regarding Material Assistance / Nonassistance to a Terrorist Organization must be completed and returned prior to entering into a contract with any political subdivision of the state of Ohio. Failure to submit this form prior to entering into contract will result in the bid being deemed non-responsive and ineligible for award.

32. ODOT AS OBLIGEE ON BOND

The contractor shall furnish a performance and payment bond in an amount at least equal to 100 percent of the estimate as security for the faithful performance of its contract. In addition to the project Owner, ODOT shall be named as an obligee.

**33. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS
(Electronic Form FHWA 1273 - March 10, 1994)**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

Attachments

- A. Employment Preference for Appalachian Contracts (included In Appalachian contracts only)

I. GENERAL

- 1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed

on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
 - Section I, paragraph 2;
 - Section IV, paragraphs 1, 2, 3, 4, and 7;
 - Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. Selection of Labor: During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
- 6. Training and Promotion
 - a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
 - 1. The number of minority and non-minority group members and women employed in each work classification on the project;
 - 2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - 4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-

the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 2. the additional classification is utilized in the area by the construction industry;
 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.
3. Payment of Fringe Benefits:
 - a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
 - b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:
 - a. Apprentices:
 1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
 2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the

contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 5):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the

information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - 1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - 2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - 3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- 2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such

term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

- b. "Specialty Items" shall be construed to be limited to work that **requires** highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent ~~will be~~ given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier

Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

1. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue

available remedies, including suspension and/or debarment.

- d. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- g. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for

influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.
5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

OHIO DEPARTMENT OF TRANSPORTATION



District 4, 2088 South Arlington Road, Akron, Ohio 44306

(330) 786-3100 - (800) 603-1054
<http://www.dot.state.oh.us>

Ted Strickland, Governor

Jolene M. Molitoris
Director

Eric M. Czetti
District Deputy Director

September 21 2009

Dan Moeglin, PE, SI
City Service Center Building
2436 30th St. NE,
Canton OH 44705

SUBJECT: STA-Cleveland Ave.; PID 86877; LPA Agreement # 22975

Dear Mr. Moeglin:

Please find enclosed for your records one original LPA Federal Project Agreement for the above referenced project[s], executed on September 10, 2009, and the local let approval forms signed by all parties.

To assist us in tracking the status of this project, we request that you provide this office with monthly status reports for our review and files. These reports will be utilized to coordinate our efforts and assist you in successfully completing this Project. The Department is committed to maintaining project schedules including those administered by local agencies. If you feel this project status schedule not appropriate, please contact this office in advance to make other arrangements.

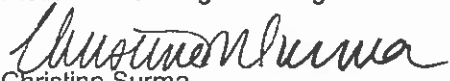
Formal advertisement for construction of the Project cannot begin until we have approved your PS & E package and provided you authorization per Section 7.1 of the enclosed agreement.

If you have any questions pertaining to this agreement or other Project matters, please contact me at (330) 786.4923.

If you have any questions or comments, please contact me at 330.786.4923.

Respectfully,

Jack L. Noble, P.E.
District 4 Planning and Programs Administrator


Christine Surma
LPA Liaison

enclosure(2)
c: A. Zumbo; File(2)

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the The City of Canton, hereinafter referred to as the LPA, City Service Center Building, 2436 30th St. NE, Canton OH 44705.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (C) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The resurfacing of Cleveland Ave from 12th st to 50th St. (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES

- 2.1 This Agreement is authorized by the following statutes and/or policies, which are incorporated in their entirety:
 - a. Section 5501.03(C) of the Ohio Revised Code;
 - b. ODOT Policy No. 25-001(P), Development Process Policy for Locally-Administered Transportation Projects;
 - c. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - d. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105.
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$ 1,800,000 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the eligible construction costs, up to a maximum of \$ 1,728,000 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through

ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc.)

- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant who has been chosen using a Qualification-Based Selection (QBS) process as required pursuant to Ohio Revised Code sections 153.65 through 153.71. The pre-qualified list is available on the ODOT web page at <http://www.dot.state.oh.us/CONTRACT>.)

- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization to Advertise" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at <http://www.dot.state.oh.us/CONTRACT>. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. As specified in ODOT's Real Estate Policy and Procedures Manual, Section 5202.01-II-(B), any LPA staff who perform any real estate functions shall be prequalified by the ODOT's Office of Real Estate. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work can not also perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of

the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the Ohio Revised Code regarding all activities relating to Railroad-Highway projects.

7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA shall not advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Advertisements shall be in accordance with local bidding requirements. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The PROJECT shall be advertised for three (3) consecutive weeks. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT, after issuance but prior to bid opening, any addendum issued during the advertisement period that change estimates or materials. ODOT shall approve such addendum for project eligibility prior to opening the bids. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA shall incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts, as well as appropriate subcontracts and purchase orders.
- 7.5 In accordance with Executive Order 2002-13T, the LPA shall require the contractor to be enrolled in, and in good standing with, the Drug-Free Workplace Program (DFWP) or a similar program approved by the Bureau of Workers' Compensation, and require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bidding, at the time of award, and through the life of the construction contract**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. The

"prime" contractor must perform no less than 30 percent of the total original contract price. The 30 percent prime requirement does not apply to design-build contracts.

- 7.7 In accordance with Section 153.54, et. seq. of the Ohio Revised Code, the LPA shall require that the selected contractor provide a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to a finding for recovery under R.C. 9.24, or that the contractor has taken the appropriate remedial steps required under R.C. 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <http://www.auditor.state.oh.us/WhatsNew/FFR/>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.9 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.10 After analyzing all bids for completeness, accuracy, and responsiveness, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71.
- 8.2 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.3 The Federal-aid Highway Program operates on a reimbursement basis. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.4 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and

submitted with the project bid tabulations and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.

- 8.5 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the Ohio Revised Code may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

- 8.6 Payment or reimbursement to the LPA shall be submitted to:

Dan Moeglin, PE, SI
City Service Center Building,
2436 30th St. NE,
Canton OH 44705

- 8.7 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all federal funding commitments.

- 8.8 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and if necessary, unilaterally modify any other term of this Agreement in order to preserve its federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

- 8.9 Any right, claim, interest, and/or right of action, whether contingent or vested, of the LPA, arising out of or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the "Claim"), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in and to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the Intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.

- 8.10 After completion of the PROJECT and in accordance with Title 23 United States Code 116 and applicable provisions of the Ohio Revised Code, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years, unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.

9. CERTIFICATION AND RECAPTURE OF FUNDS

9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it had received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.8 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

10.2 The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, or disability. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

10.3 For any project in which the Engineer's Estimate exceeds \$500,000, the LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code.

WAIVER PROCESS FOR DBE GOALS

In the event the Contractor is unable to meet the DBE Goal placed on this project, a request for waiver of all or part of the goal may be made to the Ohio Department of Transportation through the LPA. The written request must indicate that a good faith effort was made to meet the goal and be sent to ODOT's Office of Contracts with a copy to the ODOT District LPA Coordinator. Central Office will review the submitted documentation

and decide the issue within ten (10) business days. There will be no extension of the time for the project granted if the prime Contractor wishes to avail himself of this process. The LPA will be notified as to the decision.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. The LPA must obtain written, signed documentation from the contractor that the DBE goal has been satisfied prior to executing the contract with the contractor. The LPA, in turn, must provide such documentation to ODOT in order for ODOT to encumber the Federal/State funds.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with section 12.3 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and

failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:	If to ODOT:
Dan Moeglin, PE, SI	ANTHONY ZUMBO, PE, PS
City Service Center Building,	ODOT DISTRICT 4 LPA COORDINATOR
2436 30th St. NE,	2088 SOUTH ARLINGTON RD.
Canton OH 44705	AKRON OH 44306

15. GENERAL PROVISIONS

15.1 *Audit Requirements:* The LPA shall comply with the audit requirements of 49 CFR Part 18.26 (Federal Single Audit Act) for any and all projects with a total cost of \$500,000 or more.

- 15.2 **Record Retention:** The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

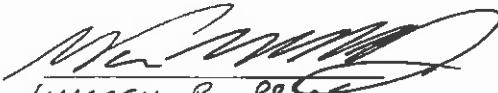
Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.


- 15.3 **Ohio Ethics Laws:** In accordance with Executive Order 2007-01S, the LPA, by signing this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The LPA understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.
- 15.4 **[Conditional] State Property Drug-Free Workplace Compliance:** In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.5 **Governing Law:** This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.6 **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.7 **Merger and Modification:** This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.8 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.9 **Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: _____

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By: 
WARREN R PATES
Title: DIR OF PUBLIC SERVICE

By: 
Jolene M. Molitoris
Director

Date: 9/4/09

Date: 9-10-09

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	LOCAL FUNDS			PRIVATE FUNDS			STATE FUNDS		
	amount	%	SAC	amount	%	SAC	amount	%	SAC
PE Preliminary develop; environ clearance	\$0			\$0			\$0		\$0
PE final design; construction plans and specs	\$0			\$0			\$0		\$0
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION	\$0			\$0			\$0		\$0
ADVERTISING, COMPETITIVE BIDDING & CONTRACT AWARD	\$0			\$0			\$0		\$0
CONSTRUCTION fund source 1	\$324,000	20	LNTP	\$1,296,000	80	4TA7	\$0		\$1,620,000
Const. admin, mat'l testing & inspection	\$36,000	80	4TA7	\$144,000	80	4TA7	\$0		\$180,000
CONSTRUCTION fund source 2	\$0			\$0			\$0		\$0
Const. admin, mat'l testing & inspection	\$0			\$0			\$0		\$0
OTHER DIRECT OUT -OF-POCKET EXPENSES (provide details)	\$0			\$0			\$0		\$0
	\$360,000			\$1,440,000			\$0		\$1,800,000

With the exception of 'FHWA' or 'State' funds, figures in table represent ESTIMATES only. Construction inspection costs are estimated at 10% of construction cost.

Attachment 2

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the prorata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and Federal tax ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

We the City of Canton request that all payments for the Federal/State share of the construction costs of this agreement performed by _____
(CONTRACTOR'S NAME)

be paid directly to _____.
(CONTRACTOR'S NAME)

Contractor Name:
OAKS Vendor ID:
Mailing Address:

LPA signature

LPA Name:
OAKS Vendor ID:
Mailing Address:

Approved, ODOT signature

APPENDIX

H

OEPA NPDES Permit Requirements

[Not Applicable to this Contract]

APPENDIX

I

CHANGE ORDER POLICY

Canton Engineering Change Order Policy

The need for a Change Order for work or materials not included in the scope of the contract or exceeding plan quantities may occur at any time during the contract. The LPA Construction Manager or the LPA Contractor may initiate the Change Order process. The LPA Project Inspector will document the date that the change is first encountered. The LPA Construction Manager will determine if a change in the contract is needed. (Note: LPA Project Inspector may be a Consultant Construction Contract Administrator or the Canton Project Inspector assigned to the project.) The project record shall include record of all changes.

Change Orders will be categorized into the following Tiers:

Tier 1:

A quantity adjustment for projects less than \$500,000.00 cannot exceed \$25,000.00 to qualify as a Tier 1 Change Order. A quantity adjustment for projects greater than \$500,000.00 cannot exceed the lesser of 5% or \$100,000.00 to qualify as a Tier 1 Change Order. The change of the quantities will be adjusted on a Change Order that will address these changes after an accumulation of adjustments for the project is received. Requests for adjustment may occur at any time before the final payment is made.

Tier 2:

Changes that cannot be addressed using contract unit prices, exceed the Tier 1 limits, extend the contract limits, or change the environmental impact will be presented formally on a Change Order. Contractor shall submit an estimated cost and scope of the work to be performed to the LPA Project Manager. The LPA Project Manager will assemble the documentation, including purpose and analysis of the cost of the proposed change for submission to the LPA Construction Manager. LPA Construction Manager shall review the submitted documentation for availability of funds, acceptability of costs and need for the said changes. Further, the LPA Construction Manager will secure concurrence from ODOT Construction Monitor and make recommendation to the Canton City Engineer for acceptance.

The Change Order will then be recommended to the Board of Control for approval. If the sum of all Change Orders exceeds the lesser of \$100,000.00 or 10% of the total of the original contract cost, the Change Order will be presented to the Canton City Council for approval before being submitted to the Board of Control.

Execution of the work will not be performed until authorization is given to the contractor from the LPA. In the event that an agreed price cannot be negotiated, LPA will adhere to force account procedures.

Authorization of Change Order Work:

Tier 1:

The Canton City Engineering will authorize the work prior to submission of the Change Order. Contractor cannot proceed until such authorization.

Tier 2:

The contractor must receive written authorization, from the Canton City Engineer, before the execution of any of the Change Order work. This authorization will not be given until the Change Order has been approved by the Board of Control, Canton City Council, and ODOT, as needed. The Canton City Engineer may override Tier 2 Authorization procedure for any circumstances to assure safety, environment, or protection of property.

NOTE: Canton City Council must approve all Change Orders prior to authorization for both Tier 1 and Tier 2 should the individual or aggregate cost of all Change Orders exceed the lesser of 100,000.00 or 10% of the project original cost.

APPENDIX

J

CLAIMS MANAGEMENT POLICY

City of Canton Engineering Department's Claims Management Policy

The City of Canton recognizes the need to contend with claims experienced by the contractor that are not addressed by the contract. This policy acts as directive to provide stability and expertise in the management of its claims and to ensure they are investigated, evaluated, and resolved in a timely and professional manner.

Claims

A dispute is not identified as a claim until a *Notice of Intent to File a Claim*. The *Notice of Intent to File a Claim* cannot be made until Steps 1 and 2 are completed. A claim is defined as formal assertion by the contractor for something due or believed to be due to the contractor. This claim may include monetary compensation and/or time extension for the completion of the contract. All claims must be presented by the Prime Contractor. Claims submitted by a sub-contractor or supplier against the City or Prime Contractor shall not be accepted.

Purpose

This policy attempts to resolve disputes in a fair and cost-effective manner. The documentation resulting from this procedure will provide information needed to make a reasonable and un-biased decision. City of Canton Engineering acknowledges that costs can be kept to a minimum when the resolution is found at the departmental level.

Process

The Contractor must follow this policy to be eligible for any compensation (time or monetary) for any and all claims not covered by the Change Order Policy. All steps in the policy must be completed prior to moving to the next step. The Contractor shall continue with all Work, including that which is in dispute. The City will continue to pay for work being performed.

Prior to entering into the formal claim resolution process, both the contractor superintendent and the City's Inspector and Construction Manager agree to attempt to resolve any disputes in a good faith effort that is fair and equitable to both the contractor and the City within the guidelines and requirements established by the contract. If this good faith effort does not resolve the problem, the contractor may proceed into the Claims Management Procedure.

Step 1 City Project Manager

The City Project Manager shall meet with the Contractor's superintendent and City Construction Inspector within two (2) working days of receipt of the Contractor Written Early Notice set forth in 104.02.G of the ODOT Construction and Material Specifications. The City Project Manager will negotiate in an effort to reach a resolution according to the Contract Documents. The City Project Manager will issue a written decision of Step 1 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 2. The claim along with all pertinent information and contract provisions shall be presented to the City Project Manager by the contractor and City representatives.

Step 2 City Engineer

Within seven (7) calendar days of receipt of the Step 1 decision, the Contractor must submit a written request for a Step 2 meeting to the City Engineer. The City Engineer will assign the dispute a dispute number. Within fourteen (14) calendar days of receipt of the request for a Step 2 meeting, the Contractor shall submit the Dispute Documentation as follows:

1. The Contractor shall submit three (3) complete copies of the documentation of the dispute to the City Engineer.
2. The Dispute Documentation shall be identified on a cover page by GP# (project number), Contractor name, subcontractor or supplier if involved in the dispute, and dispute number.
3. The Dispute Documentation shall be an original document that clearly and in detail gives the required information for each item of additional compensation and time extension requested.
4. A narrative of the disputed work or project circumstance at issue. This section must include the dates of the disputed work and the date of early notice.
5. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included in the Dispute Documentation.
6. The dollar amount of additional compensation and length of contract time extension being requested.
7. The cost and supporting documents that served as the basis for the requested compensation stated in number six (6) above.
8. A detailed schedule analysis must be included in the Dispute Documentation for any dispute concerning additional contract time, actual or constructive acceleration, or delay damages. At a minimum, the schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstance alleged to have caused delay and must comply with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor's request.
9. Copies of relevant correspondence and other pertinent documents.

The City Engineer shall review and recommend a resolution to the claim. If recommended by the City Engineer, the process will cease and the claim will be processed as a Change Order. Otherwise, the City Engineer will meet with the contractor's representative, the City Project and Construction Managers within fourteen (14) days to hear each party's stance and as a last chance opportunity to resolve the claim before escalating to Step 3. The City Engineer will issue a written determination of Step 2 to the contractor and project file within fourteen (14) days. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 3.

Step 3 Canton Service Director

Within fourteen (14) calendar days of receipt of the Step 2 decision, the Contractor must submit a written *Notice of Intent to File a Claim* to the Canton City Service Director. This notice shall state the Contractor's request for a Canton Service Director hearing on the claim. The dispute becomes a claim when the Service Director receives the *Notice of Intent to File a Claim*. The City of Canton Law and Purchasing Departments will provide advice to the Canton Service Director. The Canton Service Director will be responsible for deciding claims.

The Contractor shall submit six (6) complete copies of its Claim Documentation to the City Engineer within thirty (30) calendar days of receipt of the *Notice of Intent to File a Claim*. This time frame may be extended upon mutual agreement of the parties and with approval of the Committee. In addition to the documentation submitted at Step 2, the narrative shall be enhanced to include sufficient description and information to enable understanding by a third party who has no knowledge of the dispute or familiarity with the project. This documentation must also include a discussion of the efforts taken to resolve the dispute. When submitting the Claim Documentation, the Contractor must certify the claim in writing. Such certification shall attest to the following:

1. The claim is made in good faith.
2. To the best of the Contractor's knowledge, all data offered to support the claim is accurate and complete.
3. The claim amount accurately reflects the Contractor's actual incurred costs and additional time impacts.

This claim certification shall also be notarized pursuant to the laws of the State of Ohio. The following is an example of the correct form for a claim certification:

(The Contractor) certifies that this claim is made in good faith, that all supporting data is accurate and complete to the best of (the Contractor's) knowledge and belief, and that the claim amount accurately reflects the contract amendment for which (the Contractor) believes the City of Canton is liable.

By: _____

(The Contractor, Name and Title)

Date of Execution: _____

Within thirty (30) calendar days of receipt of the Contractor's Claim Documentation, the City Engineer shall submit six (6) complete copies of its Claim Documentation to the Canton Service Director. In the event that the Contractor is granted a time extension for the submission of its Claim Documentation, the City Engineer will be granted an equal time extension for submission of its Claim Documentation. At a minimum, the City Engineer's Claim Documentation must include:

1. A narrative of the disputed work or project circumstance at issue with sufficient description and information to enable understanding by a third party who has no knowledge of the dispute or familiarity with the project. This section must include the dates of the disputed work and the date of early notice. The narrative must also discuss the prior efforts taken to resolve the dispute.
2. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included in the claim document.

3. Response to each argument set forth by the Contractor.
4. Any counter-claims, accompanied by supporting documentation, the Canton Service Director Claims Committee wishes to assert.
5. Copies of relevant correspondence and other pertinent documents.

Within fourteen (14) calendar days of receipt of the Construction Manager's Claim Documentation, the City Engineer will forward one (1) complete copy to the Contractor and will schedule a hearing on the dispute. Once a hearing date has been established, both the Contractor and Construction Manager shall provide the Canton City Engineer with the list of names and telephone numbers of each person who may present information at the hearing. Reasonable time, generally not to exceed 60 days, will be provided for submission and review of additional documentation by either party prior to the hearing date. However, unless otherwise permitted by the Committee, the exchange of documentation and all disclosures specified in this step of the process shall be completed at least fourteen (14) calendar days prior to the hearing. Upon request or at the Committee's discretion, the Committee may delay the hearing one (1) time to allow more time for review and requests for more documentation. In the event of multiple claims, the Committee may order that they be considered in a single hearing. The Committee may hold this hearing after the completion of the project or until such time that it is assured that all disputes on the project have been processed through Steps 1 and 2. The Contractor and Construction Manager will each be allowed adequate time to present their respective positions before the Committee. The Contractor and Construction Manager will also each be allowed adequate time for one (1) rebuttal limited to the scope of the opposing party's presentation. The Contractor's position will be presented by a Contractor's representative who is thoroughly knowledgeable of the claim. Similarly, the Construction Manager's position will be presented by the Construction Manager or a representative who is thoroughly knowledgeable of the claim. Each party may have others assist in the presentation. The Committee may, on its own initiative, request information of the Contractor in addition to that submitted for the hearing. If the Contractor fails to reasonably comply with such request, the Committee may render its decision without such information. Upon completion of the hearing and consideration of any additional information submitted upon request, the Committee will submit a written recommendation on the disposition of the claim to the Canton Service Director. The Canton Service Director will ratify, modify, or reject the recommendation of the Committee and render its decision within sixty (60) calendar days of the hearing. Within thirty (30) calendar days of receipt of the Committee's decision, the Contractor must either accept or reject the decision in writing. In the event the Contractor fails to do so, the Committee may revoke any offers of settlement contained in the decision. The decision of the Committee is the final step of Canton Engineering Department Dispute Resolution Process and may not be appealed within the Department. The Committee is not bound by any offers of settlement or findings of entitlement made during Steps 1 and 2 of the Dispute Resolution Process.

Acknowledgements.

Similarities in language and procedure to ODOT Proposal Note 109 are deliberate. An attempt is being made to model the ODOT's Dispute Resolution and Administrative Claim Process. This attempt is being made to standardize and create a uniform practice across the industry.

APPENDIX

K

American Recovery & Reinvestment Act (ARRA)
of 2009

PROJECT SIGNS & POSTING

Item 614 American Recovery and Reinvestment Act (ARRA) Sign, Conventional Road

This item shall consist of the furnishing, installing, maintaining and subsequent removal, of one American Recovery and Reinvestment Act (ARRA) sign on yielding post supports.

On the first day of work, install one ARRA sign near the beginning of the project in each route direction in a location as approved by the engineer. The ARRA sign consists of one 84" x 60" white on green extrusheet sign with pictographs, one 84" x 18" black on orange extrusheet sign, and one 18" x 18" diamond flat sheet sign. The sign fabrication details are found on the Office of Traffic Engineering web page at: <http://www.dot.state.oh.us/Divisions/HighwayOps/Traffic/Pages/OTEHomePage.aspx>

Install the sign on two No. 3 yielding posts as per Standard Drawing TC-41.20, with one post 12" from each end. Signs in protected locations may be installed on other supports as approved by the engineer. Used signs are allowed provided they are in a condition acceptable to the engineer. Remove the ARRA sign and supports at the end of the project. Removed ARRA sign and supports are the property of the contractor.

The basis of payment shall be at the contract unit bid price per each for one installed and subsequently removed ARRA sign, which shall include all labor, equipment, materials, tools and other incidentals to provide for a complete and accepted item of work.



Whistleblower Poster

USDOT IG Whistleblower poster is required to be posted on the contractor's bulletin board, as he would the EEO information, on all ARRA construction projects. The Prevailing Wage Coordinator or EEO Coordinator will include the poster in the bulletin board packet. The poster is 11"x17" paper, must be in color, and is available on ODOT's ARRA Reporting Requirements web site at <https://extranet.dot.state.oh.us/groups/contracts/Page/ARRAReporting.aspx>.



U.S. DEPARTMENT OF TRANSPORTATION OFFICE OF INSPECTOR GENERAL

WHISTLEBLOWERS KNOW YOUR RIGHTS

On January 6, 2009 the American Recovery and Reinvestment Act (ARRA) was signed into law by President Obama to improve public welfare. If you protect America's interests by reporting fraud, abuse, or mismanagement of ARRA funds at your workplace, and are retaliated against as a result, know that America is here for you.

American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-4, Section 1503



ADMINISTRATIVE REVIEW:

You have the right to file a complaint with the Office of Inspector General and receive a timely investigation and response.



REPRISAL-FREE:

You have the right to be free from discharge, demotion, or discrimination as a result of disclosing:

- Gross mismanagement of a stimulus-funded project.
- Gross waste of stimulus funds.
- Danger to public health and safety related to a stimulus-funded project.
- Violation of the law relating to stimulus funds or a stimulus-funded project.
- Abuse of authority related to the implementation of stimulus funds.



REMEDIES:

You have the right to receive remedies if the Office of Inspector General determines you were subjected to an unlawful reprisal. Your employer may be ordered to abate the reprisal, reinstate your employment, and you may receive compensation to reimburse you for your attorney fees and other financial suffering experienced as a result of the reprisal.



ALTERNATIVES:

You have the right to take action against your employer in civil district court if the Office of Inspector General does not respond within 210 days or determines that there was not an unlawful reprisal.

ODOT HOTLINE

www.oig.dot.gov/recovery/whistleblower_protections.jsp

Phone: 1-800-424-9071
Email: hotline@oig.dot.gov
Fax: 1-640-373-2090

Mail: USDOT/OIG
P.O. Box 708
Fredericksburg, VA 22404

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